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The Solicitors' Journal.

LONDON, AUGUST 26, 1876.

CURRENT TOPICS.

MR. WILLIAM BEACH LAWRENCE has written a long and very able letter to the *Albany Law Journal* on the extradition controversy, in which he arrives at the conclusion that the view taken by the United States is at variance with the text of the treaty as construed by the recognized rules of interpretation, and the laws of both countries passed to give effect to treaties of extradition. We cannot pretend to notice all the arguments of this important and exhaustive discussion, but we may briefly refer to a few of the leading topics. After pointing out that the array of municipal decisions adduced by the American Secretary of State as precedents for his construction of the treaty are not in point, inasmuch as extradition treaties are international arrangements, and, like all other matters between States, are the subjects of diplomatic, and not of judicial, interpretation, Mr. Lawrence traces the history of extradition, first generally, and then as between this country and the United States. Coming to the Ashburton Treaty, he observes that under the terms of the provision relating to extradition, two facts must concur—a demand for a specified offence, and the establishment by proof that that particular offence has been committed. When these facts concur the treaty provides that the accused shall be "delivered up to justice"—that is to say, as it has been usually interpreted, shall be tried for the offence in question. "To suppose," he says, "that under these provisions the extradited person could be tried for any other crime than that for which he was extradited would be to render nugatory all the provisions which confine the treaty, by naming them, to specified offences." As to Mr. Fish's argument, that the practice in both countries under the treaty has been to try surrendered criminals for other offences than those for which they have been delivered, he says that no such abuse of the power derived from the treaty could create a precedent. Turning to the municipal legislation of both countries relating to the means of executing treaties of extradition, he shows that the Act of Congress of 1848 provides for the order of the Secretary of State for the delivery of the criminal to the agent of the foreign Government "to be tried for the crime of which the person shall be accused"; and he points out the circumstance, to which we drew attention at an early stage of the controversy, that there are provisions in the Acts of both countries which go beyond the terms of the treaty, but have never been questioned on that ground—in particular the provision for the discharge of persons committed who are not conveyed out of the country within two calendar months. He adds that "as to the question put in issue by Mr. Fish, it seems most extraordinary that we [the United States] should be the only country in the world that proposes to take away all safeguards which would protect our own citizens, when extradited perhaps for the most trifling offences, from being exposed in a foreign country, without friends, and without counsel, to a trial for the most heinous crimes, and of which there was not the slightest intimation at the time of the surrender." We cannot but hope that the weight of Mr. Lawrence's authority and arguments will induce the Government of his country to withdraw from the untenable position they have taken up in this matter.

THE ELABORATE JUDGMENT of the Court of Appeal in *Maddy* v. *Hale* (reported in last week's issue of the WEEKLY REPORTER, p. 1005) places the rules with reference to the mode of dealing with funds accumulated under trusts for renewal of leaseholds where renewal has become impossible, upon an intelligible principle. The governing consideration in all cases is declared to be the intention of the testator. If he has made renewal obligatory he must have intended that the property should be enjoyed, as nearly as possible, in the same state as if renewal had been effected. He has not contemplated the possibility of the tenant for life receiving more than the surplus income beyond the amount necessary to be set aside to secure renewal; hence, after renewal has become impossible, the fund accumulated for renewal must be invested, and the tenant for life must receive the interest only. On the other hand, if the testator has left the renewal discretionary or permissive, the doctrine of *Tardiff* v. *Robinson* (stated 27 Beav. 629) will apply, and (if that doctrine is to be supported), on renewal becoming impossible, the whole accumulated fund will go to the tenant for life. The distinction may, perhaps, be shortly put thus:—Where there is an absolute trust to renew, the accumulated fund must be invested; where there is a mere power to renew, it will go to the person from whose income it has been deducted. It is true that the court, in the recent case, do not go so far as this, and that in *Re Wood's Estate* (19 W. R. 59, L. R. 11 Eq. 572) and in *Hollier* v. *Burne* (21 W. R. 805, L. R. 16 Eq. 163), on which they found their decision, there were, in addition to absolute trusts for renewal, expressions used by the testator clearly showing his intention that renewal should be effected. And in the recent case, in addition to the fact that the first trust declared by the will was that the trustees should from time to time renew, and raise the renewing funds out of income, a power to sell and invest the proceeds was given to them, upon which some stress was laid by the court. But we do not see how the doctrine can be restricted to a narrower compass than that we have given it above, and although the court speak of a "predominant trust" for renewal, we apprehend that the meaning is simply that wherever an absolute trust for renewal exists the property must be enjoyed as nearly as possible in the same state as if renewal could be effected. If we are right in taking this as the result of the recent decision, there has been furnished a simple and decisive test for trustees; and as regards the rule relating to the effect of an absolute trust for renewal, we think there can be no doubt that the testator's intention is carried out. More difficulty, however, arises when we come to the other branch, or supposed branch, of the rule. Can it be thought that a testator, when he empowers a renewal, means that, although the trustees have decided to renew, and have actually accumulated a fund for renewal, but renewal has become impossible, the tenant for life shall take the accumulated fund? Is it not likely that what the testator meant was that the tenant for life should only take the whole income if the trustees, in the exercise of their discretion, thought it undesirable to provide a means of prolonged enjoyment? It is to be observed that the Court of Appeal, while distinguishing the case before them from *Tardiff* v. *Robinson*, seem to intimate a doubt whether, if the trusts in that case had been created by will instead of by deed, a different conclusion might not have been arrived at.

WE NEED HARDLY RECALL to the recollection of our readers the pains devoted by the Court of Common Pleas a few years ago to the investigation of the question of whether a woman was a "man" within the meaning of section 3 of the Representation of the People Act, 1867. The Supreme Court of Michigan has recently had cast

upon it, in the case of *Heisrodt* v. *Hackett*, the more difficult task of deciding whether a dog is a "person" within the meaning of a statute which permits "any person" to kill unlicensed dogs. It appears from the elaborate judgment delivered by Marston, J., that the plaintiff was engaged in the business of raising berries for market. His profits depended largely upon protecting the berries from birds, and to aid him in this he became the possessor of "a small, amiable, and intelligent dog," with valuable hunting qualities. This dog, when the birds attempted to steal or take the berries, would at once "warn them of the danger they incurred, and they, upon seeing him approach, would immediately withdraw." There was "a large, savage, and dangerous dog" permitted to live on the defendant's premises. Upon the 1st of January, 1875, plaintiff's dog was attending to his duties, when defendant's dog "wilfully and maliciously attacked him, and with dangerous weapons, to wit, his teeth, so bit and injured the plaintiff's dog that his bark was shattered; he went home in a languishing condition, and languishing, upon the same day did die." Plaintiff thereupon sued defendant to recover damages for the loss of his dog. Defendant justified on the ground that the plaintiff's dog was not licensed, and under a law of 1873 any person was authorized, and police officers were required, to kill unlicensed dogs. He claimed that his dog, in killing the plaintiff's dog, acted under this statutory power. The court, in discussing the question, admitted that the defendant's dog "seems to have considered it his duty to kill the plaintiff's dog"; but they were not "satisfied that the defendant's dog had sufficient intelligence or discretion to act in an official capacity in such cases," and moreover it did not appear that he killed plaintiff's dog "for the sole reason that he was not licensed," and he had no right to kill him for any other reason. Again, the court thought it a circumstance to be noted that there was nothing to show that the defendant's dog was licensed. If he was not, they did not see what right he had to punish others who were no more guilty than himself. They were of opinion that penal provisions such as that of the Act of 1873 were to be strictly construed, and on the whole came to the conclusion that the judgment of the court below in favour of the defendant should be reversed.

At the coroner's inquest on the Radstock railway accident, on Thursday, Mr. Dunn, solicitor, objected to the line of cross-examination pursued by Mr. Evans, especially as he was simply the agent of an association, and was infringing the privileges of the legal profession. Mr. Beale (for the Midland and South-Western Railways) declined to interfere, as he was anxious that everything should come out. At the same time he hoped the course which had been pursued would not be established as a precedent. Some conversation, carried on in an excited manner, here ensued between Mr. Evans and the various legal gentlemen present. The coroner said he should decline to allow Mr. Evans to appear as solicitor or counsel for any person who might be implicated; but he was ready to allow him to put questions as secretary of the Amalgamated Society of Railway Servants. Mr. Evans said he was indebted to the coroner for his courtesy; but he understood that a coroner's court was a free one, and that there was no such thing as representatives having to receive the sanction of the coroner to ask questions. He believed that he had an equal standing in that court with any solicitor or counsel. The coroner said that was a very different matter. Mr. Evans then withdrew from the court. The coroner said he was willing to permit Mr. Evans, as secretary of the association, to put questions; but it was a different matter to allow him to usurp the position of counsel for a person who might ultimately be criminated. Mr. Clifton remarked that Mr. Evans was a perfectly irresponsible person, being simply the secretary of an association, and it would be a dangerous precedent to allow him to appear for those implicated. The coroner observed that he was prepared to allow Mr. Evans or anybody else to put questions to the witnesses through him, but not in the character of an advocate.

SOME RESULTS OF THE FIRST YEAR OF THE JUDICATURE ACTS.

II.—Equity Pleading.

When the Judicature Act of 1873 was passing through Parliament, one of the most distinguished of the judges remarked that it was "a special excellence" of the Bill that it "seemed to do so much and did so little." About the same time another of the judges, himself a leading member of the commission upon whose report the Bill was founded, remarked in court, when dealing with a very oppressive set of interrogatories, "When the Act comes into operation we will get rid of all this." In these two sentences are comprised, with slight exceptions—at least so far as the Chancery Division is concerned—the practical operation of the Act upon questions of pleading. It is true that a very astute judge like the Master of the Rolls, when he determines now and then to waste a few moments in "most excellent fooling" can satisfy, or appear to satisfy, *himself*, that from two-thirds to three-fourths of the pleading before him—whatever it may be—might have been safely omitted, and can, when minded to get back to business, wind up his remarks with "But it is a very good bill all the same, though not a statement of claim at all," or something of that sort; and it is true that, at the moment, his criticisms may have been unanswerable. But the practical fact remains: slightly shortened at the head, a little altered (not shortened) at the tail, the body of every well-drawn "statement of claim" is "a very good bill," and every attempt at any serious departure from this type has, so far, "come to grief." We believe that we are not exaggerating when we say that there have been more cases in which either demurrers have been allowed "with liberty to amend," or amendments in point of pleading have been ordered by the judge since the commencement of the Act last November than in any three years since the introduction of the previous system in 1852, and that at least nine-tenths of the amendments have consisted simply in the insertion of some statement or the addition of some party which or who would have been introduced or added as of course before the Act; the omission having been made with an idea of conciseness, and accordingly judicially denounced as "an experiment."

Of the exceptions above mentioned the most noticeable is the practice of "charging." Those of our readers who are old enough to recollect the practice which existed down to 1852 will remember that after completing the stating part of the bill, and introducing the general "charge of confederacy," the pleader went through the whole Bill over again, anticipating, or endeavouring to anticipate, the various defences which would or might be made to each several allegation, and charging the falsity of the defence, and the truth of the statement in the bill. This practice was, indeed, abolished by the reforms effected in the Chancellorship of Lord St. Leonards, but

> "Quo semel est imbuta recens, servabit odorem
> Testa diu"

and a "survival" of the practice lingered in a state of greater or less vitality quite down to the introduction of statements of claim. We have, indeed, seen something very like a "charge" (though that word was studiously avoided) in more than one such statement within the last few months, but anything like an anticipation of the defence is so obviously foreign to the nature of the new pleading that we have no doubt that before long it will be as obsolete as the old "charge of documents" has been for many years, though that itself survived for some time, and in some hands, after the Act of 1852 had rendered it unnecessary, and even useless.

The only other exception which seems of any practical importance is that there are a considerable number of cases now in which no pleadings are ever delivered at all. Very many cases—particularly "injunction cases"—

are decided simply upon writ and notice of motion whereupon each party files the customary "flights of affidavits," and the matter is decided with or without cross-examination as the case may be. This is an undoubted advantage; in a large class of cases the printing and filing of the bill was a mere waste of money, there being no doubt from the first as to the real question between the parties, and no necessity for any record beyond the order itself, when any was made. But with these two exceptions (neither of them of very extended application) it may fairly be said that the operation of the new system of pleading, in so far as it affects the Chancery Division, is confined to the fact—a very important one—that the plaintiff now seeks discovery at his own peril, and may have to pay the costs of unnecessary, or unnecessarily prolix, interrogatories, even though he succeeds in his suit. Hence the question, whether to interrogate, has now become one of considerable difficulty and importance, and one putting the *discretion* of the pleader to perhaps a severer test than any other which is often likely to arise. We remember very well the advice given by a most experienced practitioner—now a distinguished judge—"*Always* interrogate unless the cause is to be heard as short; if the defendant has a point he will have to state it, and if he finds out another afterwards you will prevent him from taking it"—of which, although we could not bring ourselves always to adopt it, we were always sensible of the soundness and judiciousness, and from which we never deviated in any case of importance without afterwards regretting it. Such would, however, be eminently *bad* advice now. The defendant's points must be made in his "statement of defence" without interrogation, while interrogatories, if discovery was not really needed—or *semble* if not effectually obtained by them—would, at any rate, entail upon the plaintiff the payment of heavy costs, and might even be the cause of prejudicing an otherwise good case upon the merits. We have known this result happen from cross-interrogatories under the old practice, when a very unexpected answer was given, and there seems no reason why it might not have a similar effect now in the case of interrogatories in chief.

It will be remarked that we have not noticed any of the numerous alterations in point of form merely. *Ex gr.* motions under ord. 40, r. 11, which are substituted for (1) motions upon admissions in the answer in certain cases; and (2) the hearing of causes set down upon bill and answer—which do not substantially interfere with any old, or introduce any new, rules of pleading. Neither do we think it needful to comment on the very enlarged powers of amendment and direction given to the court, powers which have given rise to the current epigram that "anything whatever may now be done by order of a judge, and anything else with leave of a judge," because it will be found, upon examination, that in hardly any instance is any novel power really introduced, though the method of its exercise is in many cases simplified or improved. Thus, in the case remarked upon so often by the Master of the Rolls of his power to order amendments at the hearing, which seems at first one of the most startling of all authorities, nothing was more familiar to every practitioner under the old practice than the power of the court at the hearing to direct the cause to stand over with liberty to amend: a power not very frequently exercised, we admit, but by which every result of the new rule could be, albeit somewhat more cumbrously and much more expensively, effected. Neither do we think it desirable to make any remarks on those variations of practice—suchas the substitution of delivery for filing pleadings, and the removal of the necessity for counsel's signature—which seem to have been introduced for the purpose of producing a *surface* similarity in the practice of all the divisions of the High Court (a similarity which the judges have, on both sides, assiduously set themselves to minimize, as far as regards its practical effect), because these, and such as these, seem to be included in the eulogy of the Lord Chief Justice upon the Act that "seems to do so much and does so little."

JUDICIAL DISCRETION.

THE judgment of Mr. Justice Field on Tuesday last, in *In the Matter of The Industrial Coal and Iron Company* (*Limited*), calls for comment, not so much on account of the decision itself (which is, we think, obviously right), as of the principle laid down by the judge for the interpretation of reported cases, which seems to us calculated dangerously to enlarge the already too extended area of judicial discretion.

It appears that two petitions have been presented, one by a shareholder, the other by an alleged creditor (whose debt is disputed), for winding up the company in question. Pending these petitions, which cannot be heard till November, the directors summoned a general meeting of the company for the purpose of passing an "extraordinary resolution" for a voluntary winding up. The meeting was duly held, but no resolution was come to, and it may fairly be presumed that the shareholders, as a body, were not satisfied that any was required. After this the petitioners, or one of them, on Saturday, August 12, applied *ex parte* for the appointment of a provisional liquidator upon evidence of the foregoing facts, and that the company had upwards of 300 men in their employment, and an allegation that no provision had been made for the payment of the week's wages coming due that night, and that if the wages were not paid the works would be stopped on Monday morning and the colliery ruined. It appeared, moreover, that the solicitors of the company had been *told* that the petitioner intended to make the application, and had replied, "Take your own course," or something of that sort; but the company had not been served with any notice of motion, and did not appear on the occasion. The learned judge made the order, and on Tuesday last he refused, with costs, a motion, on the part of the company, for its discharge. The company moved in reliance upon the well-known rule, first laid down by Lord Romilly in *Emmerson's case* (14 W. R. 785, L. R. 2 Eq. 231), and *The Railway Finance Company's case* (14 W. R. 754), that a provisional liquidator ought not to be appointed unless the company were either petitioners, or not opposed to the application. This rule was expressly affirmed as a "general rule" by the Lords Justices Wood and Selwyn in *Re Cilfoden Benefit Building Society* (L. R. 3 Ch. 462), and has ever since—that is for upwards of eight years—been regularly acted upon by every judge of the Court of Chancery. Quite recently Vice-Chancellor Bacon, in *Re London and Manchester Industrial Association* (24 W. R. 386, L. R. 2 Ch. Div. 466), referred to the rule with approbation, and explained it as entirely excluding *ex parte* applications (except by the company), on the ground that no such application could be taken as "unopposed" because there was no one who could oppose it; and he discharged, on that ground, an *ex parte* order which had been made by Vice-Chancellor Malins. In the present case the learned judge, after pointing out that the Act (section 85), in no way limits the authority of the court to motions on notice, relied strongly on the words "in general," which appear in the report of the *Cilfoden case*, as a qualification of the universality of the doctrine laid down in the other cases, and he deduced therefrom an affirmance on the part of the Court of Appeal of a general discretion as to making or refusing such an order, irrespective of the assent or otherwise of the company. Then, upon the special facts of this case, he decided—rightly, as we think—that the appointment of a provisional liquidator was urgently required.

Without, as we have said, dissenting at all from the decision on the merits, we must protest against this loose way of dealing with general rules, and particularly

rules of practice. In this particular case *it may be* that, from the intimation given to the company's solicitor and his reply, the judge was warranted in inferring that the company did not think the order could be resisted, and that *in that sense* the motion was "unopposed"; but the judgment does not rely upon this, and as we understand it, it would have made no difference in the result if no such communication had been made, and this on the ground that the rule only applies "in general," and, therefore, does not interfere with the discretion of the judge. But this seems to us to involve a misapprehension of the effect of a "general rule." A little of that acquaintance with proceedings in equity of which Sir W. Field very frankly admits his want would have shown him that no principle of law or rule of practice ever is laid down there in terms which contemplate no exception whatever; power always is, expressly or impliedly, reserved to the court to deviate from the rule when the case requires it; but nevertheless there are many rules of which it is almost impossible to predicate a case in which they would be departed from. An example, frequently quoted by the judges themselves, is the rule that no one will be restrained by injunction from applying for an Act of Parliament; the court has always claimed the *power* of injunction in a proper case, but the judges have as constantly added that they cannot conceive any instance in which it would be proper to exercise it. So again, the court has power to commit a man for contempt *brevi manu* and without hearing him in his defence, but we cannot suppose that this power would ever be exercised, even in cases of contempt in open court, still less upon an *ex parte* application. But we need not multiply instances. Here, a *general* rule has been laid down that the company must be an assenting or non-opposing party to the application for the appointment of a provisional liquidator, and although a judge might in many cases—perhaps the present is one of them—be warranted, nevertheless, in making the appointment *in spite of the company's opposition*, we cannot conceive any case in which it should be done *behind their back*. If the company had appeared and been unable to show that the fears of ruin entertained, or put forward, by the petitioner were unfounded, the judge might have been justified, in the interests of all alike, including the company itself, in disregarding their opposition; or if, having been served, they did not appear, he might therefrom have inferred their consent; but until he knew what they had to say upon the matter, he could not be entitled, as we look at the case, to treat the general rule requiring their presence as a nullity. But for the special circumstance we have mentioned, we think the *ex parte* order ought to have been discharged *ex debito justitiæ*, even if the liquidator had been immediately re-appointed after hearing the company in opposition.

Reviews.

BANKRUPTCY.

THE LAW AND PRACTICE IN BANKRUPTCY, COMPRISING THE BANKRUPTCY ACT, THE DEBTORS ACT, AND THE BANKRUPTCY REPEAL AND INSOLVENT COURT ACT, OF 1869, AND THE RULES AND FORMS MADE UNDER THOSE ACTS. Second Edition. By ROLAND VAUGHAN WILLIAMS, Esq., Barrister-at-Law, and WALTER VAUGHAN WILLIAMS, Esq., Barrister-at-Law; assisted by FRANCIS HALLETT HARDCASTLE, Esq., Barrister-at-Law. Stevens & Sons; Henry Sweet.

The general plan of this book is well known. It is constructed on the old mode of annotating the sections and rules—a mode which, judging from the works on the Judicature Acts, has not lost favour with the profession—and the last edition, which was published soon after the present Bankruptcy Act came into operation, aimed at giving a summary of the old law by way of illustration of the new law. The present edition is a great improvement on its predecessor. The notes have been revised, and the marks of haste which were apparent in many places have disappeared.

Our chief concern, however, in noticing this re-issue, is with the decisions which have occurred since the first edition was published. We find all the cases of importance for which we have looked noted up, and their effect concisely stated, except *Re Von Hafen* (19 SOLICITORS' JOURNAL, 241), to which a reference should have been given under section 103. But this care in collecting cases, although a considerable merit in a work of this kind, is a mechanical part of the editors' duty. How have they dealt with the important developments which have occurred in some branches of the bankruptcy law? For instance, in the law of reputed ownership the question of the effect of trade customs has been established by a well-known series of recent cases before the Court of Appeal, commencing with *Ex parte Watkins* (21 W. R. 530, L. R. 8 Ch. 520). On this subject our authors say (p. 109). "An established custom or course of trade, whereby traders have in their possession goods of which they are not the owners, negatives the consent to the reputation of ownership arising *primâ facie* from the possession of the bankrupt (*Ex parte Watkins, Re Couston*, L. R. 8 Ch. 520, 42 L. J. Bank. 50); and this even though the goods in question are in the warehouse of a third person to the order of the bankrupt, and no delivery order has been given by the bankrupt to the true owner before the commencement of the bankruptcy (*Ex parte Vaux, re Couston*, L. R. 9 Ch. 602, 44 L. J. Bank. 113)." This seems to be a wholly inadequate statement of the effect of the cases to which we have referred. It leaves the reader in the dark as to what will be deemed "an established custom or course of trade." The point of the decisions to which we have referred is that the custom which should exclude the reputation of ownership need not be an established custom of trade in general, as the passage we have quoted might imply, but a custom of a particular trade merely; because, to use the words of Mellish, L.J., in *Ex parte Vaux*, the creditors of a trader are mostly persons engaged in the same trade or bankers or other persons who are acquainted with the custom of that particular trade. The authors afterwards give a list of "instances of particular trades in which a custom has been successfully set up," but we do not find any clear or definite statement of the rule as it has now been settled. It is important to point out that it is not sufficient to prove a custom known only to persons carrying on the same trade as the bankrupt or to one class of his trade creditors; it must be known to the ordinary trade creditors of the bankrupt. For instance, in a case of *In re Powell* (of which a note will be found *ante*, p. 137) the Court of Appeal said that it was not enough that a custom of hiring furniture by hotel-keepers was well-known to furniture dealers; the custom must be notorious enough to be known to the ordinary creditors of the hotel-keeper, such as his butcher, baker, and wine-merchant.

It is only fair, however, to say that this is the least satisfactory statement we have found in the book. Upon section 72 the important series of recent decisions is carefully discussed, and although we differ with the authors in their estimate of the correctness of Lord Selborne's view as expressed in *Ellis* v. *Silber* (21 W. R. 346, L. R. 8 Ch. 83, and reiterated in *Re Motion*, 22 W. R. 225, L. R. 9 Ch. 192), we think the effect of the cases is fairly stated. The various statutes relating to the subject of the work, and the rules, are printed in full (including the rule of the 28th of May, 1873, which seems to have so remarkably escaped the attention of the profession), and are shortly annotated; and a very copious index is appended.

The Vacation Sittings.

CHANCERY DIVISION.*

(Before FIELD, J.)

Aug. 15, 22.—*In re The Industrial Coal and Iron Company (Limited).*

Dawson v. *Owen.* [V.C.M.]

Provisional liquidator—Motion for receiver—Proviso against alienation without lessor's consent—Companies Act, 1862, s. 85.

A petition having been presented to wind up a company part of whose property consisted of a leasehold colliery, the lease of which contained a power for the landlord to re-enter in case the lessees' interest should become vested without his consent in any liquidator, and a provisional liquidator having been appointed *ex parte* on the application of the petitioner, in order to provide for payment of workmen's wages,

On motion to discharge the order appointing the liquidator,

Held, that the order was well warranted and regularly made.

On motion for appointment of a receiver, in an action by debenture-holders against the company, an order was made referring the appointment to chambers, with an expression of opinion that the provisional liquidator was the most suitable person to be appointed.

This company had a paid-up capital of £4 10s. per share, amounting, altogether, to about £81,000, there being 10s. per share not paid up. Debentures had been issued to the amount of £45,000, some few of which had been issued during the present year. The property of the company consisted of collieries and brickworks, in which several hundred workmen were employed, the principal colliery being held by the company under a lease dated the 3rd of December, 1875, which contained a proviso for re-entry by the lessor in case the interest of the lessees should become vested by any act or by operation of law without the lessor's consent in any liquidator, trustee, or other person, and also the usual proviso for re-entry on breach of the lessees' covenants, among which was a covenant to work the pumps regularly so as to keep the colliery clear of water.

On the 27th of July, 1876, the company executed a trust deed which amounted to an equitable mortgage of the whole of their property to secure the debentures. The trustees of this deed were nominated by the directors, and to them also was given the power of appointing new trustees. On the 28th of July a shareholder presented a winding-up petition, and two or three days afterwards the directors sent out a circular announcing that it was impossible for the company to continue its business, and giving notice of an extraordinary meeting to pass a resolution for winding up.

On the 9th of August a creditor, whose debt was disputed, and who had not served the statutory demand under section 80 of the Act of 1862, presented another petition.

On the 10th of August the meeting of shareholders was held, and adjourned to the 24th, without any resolution to wind up having been passed.

On Saturday, August 12, the two petitioners applied *ex parte* to the vacation judge for the appointment of a provisional liquidator under section 85, on the ground that the trustees of the debenture deed had taken possession of the property, but no provision had been made by them or any other person up to that time (five o'clock) for payment of the current week's wages to the company's workmen, for which nearly £300 was required. The intention to make this application was verbally communicated on the morning of the same day to the company's solicitors, who replied to the effect that the petitioners might take their own course; but they did not appear to oppose it, and the order was taken *ex parte*. On the same day the action of *Dawson* v. *Owen* was commenced for the administration of the trusts of the debenture deed, and on the 15th of August, the plaintiffs in that action moved for the appointment of a receiver and manager, while the company moved to discharge the order appointing the provisional liquidator. The two motions were heard together.

Miller, Q.C., and *C. Mitchell*, for the plaintiffs in the action.—We ask for a receiver and manager, notwithstanding the *ex parte* appointment of a provisional liquidator. No doubt the general rule is that the liquidator is the sole receiver and manager; that rule was laid down in *Perry* v. *Oriental Hotels Company*, 18 W. R. 779, L. R. 5 Ch. 420, but mortgagees have a right to a receiver, at least until the petition comes on to be heard: *Campbell* v. *Compagnie Generale de Bellegarde*, 24 W. R. 573, L. R. 2 Ch. D. 181. And in the more recent case of *Boyle* v. *Bettws Llantwitt Colliery Company*, L. R. 2 Ch. D. 726, unpaid vendors were appointed managers and receivers, without security and without salary, notwithstanding the existence of a voluntary liquidator, on the ground that they were mortgagees.

Northmore Lawrence, for the company, did not oppose the motion in the action. As to the motion to discharge the order of the 12th of August, he contended that the appointment of the provisional liquidator was wholly irregular. The well-settled rule of the court was that a provisional liquidator would not be appointed on an *ex parte* application. Such an appointment would in general only be made if it clearly appeared that the company was insolvent and must be wound up, or if the company themselves presented the petition, or assented to the order. The rule was laid down in *Re Railway Finance Co.*, 14 W. R. 754, and in *Emmerson's case*, 14 W. R. 785, L. R. 2 Eq. 231, and had since been acted on in *Cilfoden Benefit Building Society*, L. R. 3 Ch. 462, while in the recent case of *London and Manchester Industrial Association*, 24 W. R. 386, L. R. 1 Ch. D. 466, 471, Vice-Chancellor Bacon treated the rule as thoroughly established. In the present case the order had been made *ex parte*, and therefore the company had no opportunity of opposing it. The verbal notice the same morning merely gave them the impression that an application was to be made for leave to pay the wages. There was no proof that the company would have to be wound up. The circular by the directors was no evidence as against the shareholders, who had rejected the resolutions. And assuming the necessity for a winding up, *non constat* that a compulsory order would be made. Even if an *ex parte* appointment could be sustained in any case, there did not exist in the present case such special circumstances as would warrant it.

Millar, for the provisional liquidator, contended that the appointment had not been made *per incuriam*, but that the fullest power to make it existed and had been rightly exercised. In the *Railway Finance case*, the Master of the Rolls said that if the company was clearly insolvent he would make an order. In the *Cilfoden case*, it was laid down that an order would not in general be made, clearly implying that circumstances might exist in which it would be proper to make it. The *Marseilles case* (unreported, decided in 1868) supported that view. The facts of the present case showed that the company was clearly insolvent and must be wound up; and the circular of the directors was quite sufficient for his lordship to act upon. If the appointment had not been made the business of the company would have been at a dead-lock, whereas the provisional liquidator had already paid nearly £300 in wages, and got the wagons of the company, which were waiting at the railway station, discharged. The cases cited for the plaintiff showed that the appointment of a receiver in the action need not interfere with the appointment of a liquidator.

[At the close of the arguments the court adjourned.]

Aug. 22.—*Gent*, for the company, called attention to the proviso for re-entry in the lease, and said the lessor had given notice that he should exercise his power unless the covenant as to pumping the water out of the mine was observed. The appointment of a liquidator would give him a right to re-enter, but if a receiver only were appointed, it might be a question whether the right would arise.

FIELD, J.—In this case there are two matters before me. The first is a motion to discharge my order of the 12th of August appointing a provisional liquidator, and the other a motion in *Dawson* v. *Owen* for the appointment of a receiver. I reserved judgment last Tuesday, not because there was any doubt in my own mind as to what I ought to do, but because it was strongly urged upon me that my order of the 12th of August was contrary to the principles, and opposed to the well-established rules, of the Court of Chancery—now the Chancery Division. That being so, I considered that—sitting here, as I do, tem-

* Reported by H. GREENWOOD, Esq., Barrister-at-law.

porarily—to administer the rules of this division, I ought to give full consideration to such an objection, and I have accordingly looked carefully through all the cases on the point, and have come to the conclusion that my order of the 12th of August was well warranted and right, and that the motion to discharge it must be refused with costs.

Two petitions have been presented—one by a shareholder, and the other by a creditor. It is true that the money debt of the latter is denied, but not satisfactorily, and the denial is not such that I can give much weight to it. But, be that as it may, it is undisputed that he is also the holder of two bills of exchange, one of which for £100 will fall due to-morrow. So that it is clear he is a creditor; and on the application of this creditor I made the order which it is now sought to discharge. At five o'clock on Saturday, the 12th of August, it was represented to me that the workmen employed at the company's works had applied for their week's wages, that they could not be paid unless a provisional liquidator were appointed, and that if they were not paid they would probably leave, and the works would be stopped.

Now, if I had refused to make the order the men would not have been paid, and it is impossible to say what the consequences might have been. As it is they were paid on Monday morning, and the work of the colliery has gone on without interruption. I made the order under section 85 of the Act of 1862, which provides that the court may, at any time after the presentation of the petition, and before the first appointment of liquidators, appoint, provisionally, an official liquidator of the estate and effects of the company. Other sections of the Act refer to this power, but in no way restrict it, and it seems to me to be a matter of discretion; but I was told that the rule was quite the other way. The cases, however, do not support this contention. In *Emmerson's case*, the Master of the Rolls (Lord Romilly) said that he would not in general appoint a provisional liquidator unless the petition was by the company itself, or was shown to be unopposed. The words "in general" imply that the rule is not applicable to every case. In the *Railway Finance case* a similar order was discharged, on the ground that it was not generally the practice to make the order unless the petition was by the company, or the company admitted in some way that it must be wound up.

Now, as regards that, what are the facts of this case? The directors, without any pressure, nominated three trustees and assigned to them every shred of property in trust for the debenture-holders, and it is noticeable that the deed was not signed by a single debenture-holder, and that new trustees are to be appointed by the directors. That being the state of things, it is sworn that the trustees have entered into possession, and there is no proof that they have paid any wages—they certainly had not done so on the Saturday on which I made the order. If the provisional liquidator had not done so, the works would have been stopped, and if he had not made arrangements with the Midland Railway Company with regard to the traffic that would have been stopped, too. Then the directors have issued a circular stating, in effect, that the company must be wound up; and notice was given to the company—perhaps not formal notice, but some notification—of the application, and they might have appeared before me if they had wished to oppose it.

I may observe that in the *Cilfoden case* the Master of the Rolls modified the rule as laid down in the previous cases, and his decision was affirmed by the Lords Justices. The main brunt of the argument, however, was on the recent case before Vice-Chancellor Bacon, but, having carefully considered that case, and observed that he gave his decision "for the purpose of preventing present destruction, or needless embarrassment," &c., I believe that, if he had had the facts of the present case before him, he would have come to the same conclusion as I have done. I made the appointment in order to preserve the property of the company, and the letter from the lessor, insisting on the pumps being kept at work, confirms my opinion that I was right.

Now, before this morning I should have simply confirmed the appointment giving the plaintiff in the action liberty to object, for I cannot have two receivers. But undoubtedly there is danger in doing any act by which the property may pass into the hands of a liquidator, so I think the best course will be to make an order in *Dawson* v. *Owen* for the appointment of a receiver and manager, and I shall refer the appointment to chambers, with an expression of opinion that the gentleman whom I appointed as provisional liquidator is the most suitable person to be appointed receiver.

As the adjourned meeting will be held on Thursday, the order will not be drawn up till Friday; and if, at such meeting, any arrangement satisfactory to all parties is arrived at, it need not be drawn up at all.

Solicitors for the company, *Poole & Hughes.*

Solicitors for the provisional liquidator, *Bell, Brodrick, & Gray.*

Solicitor for the plaintiffs in the action, *F. W. Snell.*

Aug. 22.—*Learoyd & Co.* v. *Kerr.* [V.C.H.]

Mandatory injunction on interlocutory application—Defendant interfering with *status in quo*.

A mandatory injunction to restrain a defendant from permitting to remain removed a partition between his own offices and those of the plaintiffs was granted on an interlocutory application.

The plaintiffs were lessees of a house known as Albion chambers, in Moorgate-street, of which they occupied the first and upper floors. They had agreed to let the ground floor and basement to the defendant on condition that a partition should be erected on the ground floor, at the top of the steps leading to the basement. The partition was erected, and the defendant entered into possession of the ground floor and basement about two years ago. In the partition was a door through which the plaintiffs had access to their coal cellar, which was in the basement. The defendant had a separate door from his own offices which communicated with the staircase leading to the basement. The object of this arrangement was to enable both plaintiffs and defendant to have access to the basement without interfering with each other; and at the same time to separate their respective portions of the building from each other. About six months ago the defendant fastened the door in the partition so as to exclude the plaintiffs from the basement; but, after some negotiation, promised not to do so again. Recently, however, he had removed the whole of the partition and door, so that all persons in his office had uninterrupted access to the plaintiffs' portion of the premises. The plaintiffs thereupon instituted this action, and obtained special leave to serve notice of motion with the writ.

Eddis, Q.C., now moved for a mandatory injunction to restrain the defendant from removing, or keeping or permitting to remain removed, the partition and door between the offices and premises occupied respectively by the plaintiffs and defendant, until the hearing or until further order. He admitted that it was not usual to grant a mandatory injunction on an interlocutory application, but when the defendant himself had interfered with the *status in quo* the rule was different: *Lane* v. *Newdigate*, 10 Ves. 192. In the present case the defendant had caused great inconvenience to the plaintiffs, as they had to leave some one in charge of their offices until the people in the defendant's office, who often stayed very late, had gone, and the outer door could be shut and fastened.

Borradaile, for the defendant.

His LORDSHIP granted the injunction in terms of the notice of motion.

Solicitors, *Learoyd & Co.*; *C. E. Golding.*

Armstrong v. *Metcalfe.*

Irregular stop order discharged—New order in proper form granted.

Where a creditor had obtained a stop order on a wrong fund, and appeared to consent to its being rectified, the order was discharged without his consent. A new stop order on the proper fund was granted at the same time.

This was an action for the administration of the estate of an intestate. The total amount of debts proved was £1,531 4s., including one due to a Mr. Worthington. At the date of the order on further consideration the sums of £34,301 14s. 8d. India stock and £4,305 17s. cash were in court to the credit of the cause; and by the order it was directed that so much of the India stock as would raise £1,531 4s. should be sold and the proceeds carried over to an account entitled "The Intestate's Debt Account" and that out of the money so carried over, the amounts due to the creditors should be paid to them respectively. The order then dealt with the rest of the fund in court.

John Boyton, who claimed to be assignee of Worthington's debt, applied for a stop order, and obtained one directing that no part of the £34,301 14s. 8d. should be paid to Worthington or his trustee in bankruptcy without notice to Boyton.

Gazdar, for the plaintiff, now moved that the stop order might be varied so as to apply only to the £1,531 4s. carried over to the debt account. Boyton's solicitors had applied to the registrar to make the alteration, but he had declined to do so.

Humphry, for Boyton, consented.

FIELD, J., said that stop orders were very serious things, and he could not vary the order; but under the circumstances, would discharge it altogether.

Humphry said he could not consent to that.

FIELD, J.—I do it without your consent; but I will give you a new stop order on the proper fund.

Solicitors, *Lambert, Petch, & Shakespeare; Tamplin, Tayler, & Joseph.*

Oriental and American Telegram Company (Limited) v. *Dodwell.* [M.R.]

Agreement for limited trading—*Interim* injunction—Undertaking by company.

The vendor to a company agreed to act as their manager for five years, subject to three months' notice of dismissal, and also agreed, after the determination of their agreement, not to interfere with their business or enter into competition with them. The company dismissed him, and was subsequently wound up, their business, after passing through two hands, being bought by a new company. On the application of the new company, the vendor was restrained from trading under a name similar to those of both companies.

The defendant, who carried on business as a telegraphic agent, some time ago agreed to sell and give up his business to a company, to be formed and called the Oriental Telegram Agency Company (Limited), and to execute a proper deed containing a covenant by him not directly or indirectly to interfere with the business of the company after the determination of his agreement with them, or to enter into competition with the company in carrying on such business within such limits as the company should be advised (*sic*). He also agreed to serve the company for five years in superintending, developing, and extending the business at a salary of £400 per annum, subject to dismissal on three months' notice. The company was duly formed, and the agreement ratified, and the defendant was employed by the company till January last, when they passed a resolution that he should be suspended unless and until he had explained certain circumstances.

No deed had been executed, the original company had been wound up, and their business and goodwill sold to a person who sold it again to a trustee for the plaintiffs, who carried on the business at No. 140, Leadenhall-street. The defendant was now carrying on business as a telegraphic agent at 127, Leadenhall-street, under the name of the New Oriental Agency and Cable Telegram Company, and the plaintiffs moved for an *interim* injunction to restrain him from doing so, from interfering with their business, and from using any name being a colourable imitation of their name.

C. H. Turner, for the plaintiffs, admitted that the defendant had not entered into any agreement with them, but contended that they were assignees of the benefit of his contract. He also contended that the circumstances above stated amounted to a rightful dismissal.

Ince, Q.C., and *Langley*, for the defendant, contended that he had never been dismissed, and relied on *Telegraph Dispatch and Intelligence Company* v. *Maclean*, L. R. 8 Ch. 658. [FIELD, J., came to the conclusion that the resolution amounted in point of fact to dismissal.] They then contended that the plaintiffs claimed under a covenant in restraint of trade, which was bad altogether: Kerr on Injunctions, p. 507. It was also bad for uncertainty What was the meaning of "such limits as the company might be advised"? The company never had been advised. And what right had another company to claim the benefit of the contract through two purchasers? The covenant was limited to the old company. In point of fact the defendant did not interfere with the plaintiffs. He called himself "Cable Telegram Company." The old company had a common law right of dismissal which they had not exercised. They had broken one term of the contract, and the plaintiffs said the defendant had broken another. The best course would be to leave both sides to their remedy in damages. The question of restraint of trade was a matter for the hearing, and, therefore, the injunction ought not to be granted now.

C. H. Turner, in reply, stated that the defendant had issued circulars stating that the old company had been wound up, and that orders ought to be addressed to him. He was taking away the custom that ought to come to the plaintiffs.

FIELD, J., said that the terms of the notice of motion were too wide. A deed ought to have been executed specifying the limits within which the defendant was not to trade; but that could not be done now. The defendant had no right to use the words "Oriental Telegram Agency," and the plaintiffs were entitled to an injunction to restrain him from doing that, and from interfering directly or indirectly with the business of the plaintiffs. The costs would be costs in the cause, and the usual undertaking must be given.

Ince, Q.C.—Who will give the undertaking? I object to the undertaking of the company.

FIELD, J.—The undertaking of the company will be sufficient.

Solicitor for the plaintiffs, *W. Curtis.*
Solicitor for the defendants, *R. H. Davis.*

Appointments, Etc.

Mr. THOMAS HENRY BAYLIS, Q.C., has been appointed Judge of the Passage Court at Liverpool, in the place of Mr. Percival Andree Pickering, Q.C., deceased. Mr. Baylis is an M.A. of Brasenose College, Oxford. After several years' practice as a special pleader, he was called to the bar at the Inner Temple in Hilary Term, 1856. He is a member of the Northern Circuit. He became a Queen's Counsel in June, 1875.

Mr. ALFRED PEACH HENSMAN has been appointed Revising Barrister for the Western Division of the county of Suffolk. Mr. Hensman was called to the bar at the Middle Temple in Hilary Term, 1858, and was a member of the old Norfolk Circuit, practising also on the Northamptonshire and Leicestershire Sessions.

Obituary.

MR. JOHN JOHNES.

Mr. John Johnes, of Dolaucothy, Carmarthenshire, was murdered by his butler, Henry Trimble, on Saturday, August 19. The deceased was seated in his study at the time when the shot was fired, and he died in a very few hours. The murderer afterwards shot Mr. Johnes's widowed daughter, Mrs. Cookman (of whose recovery there is some hope), and later in the same evening he committed suicide. The occurrence has caused much excitement and sorrow in the district, where Mr. Johnes was highly esteemed. The deceased was the eldest son of Mr. John Johnes, of Dolaucothy, where he was born in 1800. He was educated at Brasenose College, Oxford, where he graduated M.A. in 1829, and in Michaelmas Term, 1831, he was called to the bar at the Inner Temple. He formerly practised on the South Wales Circuit, and acted in 1834 as a tithe commutation commissioner. In 1847, on the passing of the first County Courts Act, he was selected as judge for circuit No. 31, comprising the whole of Carmarthenshire and other parts of South Wales. In 1861 he was compelled by weak health to retire on a pension, and he was then presented with a handsome testimonial by the officers of the various courts within the district. Mr. Johnes was also for several years recorder of the borough of Carmarthen. He was an active magistrate for Carmarthenshire, and was for some time chairman of quarter sessions. He was the oldest surviving deputy-lieutenant for that county, besides being a magistrate for Glamorganshire, Pembrokeshire, and Cardiganshire.

MR. GEORGE BRINDLEY ACWORTH.

Mr. George Brindley Acworth, solicitor, died suddenly at his residence, Star-hill, Rochester, on the 10th inst. He had been in his usual good health on the preceding day, and was about to leave home for his annual holiday, but on the Saturday morning he was found dead in his bed. The death is supposed to have resulted from apoplexy. Mr. Acworth was the son of the late Mr. George Acworth, solicitor, of Rochester. He was admitted a solicitor in 1852, and soon afterwards went into partnership with his father. He was a perpetual commissioner for Kent. He had a good private business, having offices at Rochester, Chatham, Strood, Gillingham, and Brompton. In 1865, on his father's death, he was appointed by the late Mr. Espinasse (judge of county courts for circuit No. 48) to be registrar of the Rochester County Court. He was also steward of the manor of Chatham, and for several years held the office of clerk to the paving commissioners of that town.

MR. RICHARD LEWIS REECE.

Mr. Richard Lewis Reece, solicitor, died at Cardiff, on the 18th inst., in his seventy-fifth year, after a painful illness. Mr. Reece was the son of the late Mr. Richard Reece, F.S.A., and was born at Cardiff in 1802. Having been articled to the late Mr. Edward Preece Richards, of Cardiff, he was admitted a solicitor in 1834. Mr. Reece carried on an extensive practice in Cardiff, and also had offices at Merthyr Tydvil, and other places, and he was for some years in partnership with Mr. George Salmon, the present town clerk of Cardiff. He was steward to Lord Windsor's Welsh estates, and in 1835 (after a somewhat severe struggle) he was elected coroner for the eastern division of Glamorganshire. He held the office till 1874, when failing health induced him to resign, and he was succeeded by his son Mr. Edward Barnard Reece, who was admitted a solicitor in 1862, and had for several years acted as his deputy. Mr. Reece had for many years been connected with the town council of Cardiff. He had been an alderman since 1859, and had twice filled the office of mayor of the town. He was a keen sportsman, and took much interest in racing, having in his younger days ridden in many steeplechases.

THE WINSLOW CASE.

We make the following extracts from Mr. W. Beach Lawrence's important letter on this subject, referred to in another column:—

. . . The extradition provision of the treaty of 1842, on which the present discussion turns, has been sufficiently set forth at the commencement of these remarks, a reference to which will show the difference between it and the corresponding article of Jay's Treaty, the latter containing as we have seen, no provision for its execution. The existing treaty not only requires that the demand should be made for a specified offence, but that the particular offence should be proved as established in the treaty. Those two facts must concur, a demand for a specified offence and the establishment by proof that that particular offence has been committed. In that case the treaty provides that the accused should be delivered up to justice, that is to say, as it has been usually interpreted, be tried for the offence in question. To suppose that under these provisions the extradited person could be tried for any other crime than that for which he was extradited, would be to render nugatory all the provisions which confine the treaty, by naming them, to specified offences. The fact that a person is extradited only for the crime that has been *primâ facie* proved against him, shows that the treaty would be equally evaded if he was tried for another offence included in the extradition treaty, or even for one of the same character, provided it was not the identical case for which the proofs were adduced and to which they are applicable. The proceedings, indeed, on which the extradition is founded, have been assimilated to an indictment by a grand jury.

Mr. Fish does not base his claim to try for any offence a person extradited for a specific crime on the language of the treaty, on which he makes no comments, but on what he considers to be the practice under it. In his instructions to Mr. Hoffman of the 31st of March, 1876, he says:—"In each country surrendered fugitives have been tried for other offences than those for which they had been delivered; the rule having been, that where the criminal was retained in good faith, and the proceeding was not an excuse or pretence to bring him within the jurisdiction of the court, it was no violation of the treaty, or of good faith, to proceed against him on other charges than the particular one for which he has been extradited."

Neither Government, in its relations with a foreign power, can be controlled for all time by the decisions of a police justice, nor, indeed, by the decisions of any municipal tribunal however exalted; and as the system prevails in England of leaving the prosecution of criminal offences to private individuals, such proceedings must have even less weight than those conducted in this country by public officers. According to Mr. Fish, one Heilbronn was extradited by the United States to England for forgery, was acquitted, and thereupon tried and convicted for larceny, an offence for which he could not have been surrendered, it not being in the list of crimes mentioned in the treaty. Mr. Fish states that the Solicitor-General of Great Britain had charge of the proceedings, and implies that this fact appears in the report of the British commission on the extradition question. If that officer made any statement to that effect, I have not been able, after a diligent search, to find it in the parliamentary papers. On the subject of Heilbronn, Lord Derby, in his note of the 4th of May, 1876, to Mr. Hoffman, says, "that it was a private prosecution, and no evidence can be found of the attention of the Government having been called to it."

Sir Thomas Henry, to whom, as the chief magistrate of the metropolitan police-court in Bow-street, all matters of extradition were confided, and who had an experience there of upwards of thirty years, in a letter dated January 4, 1875, says, referring to the *Heilbronn case*, which is alluded to by Mr. Mullens, the solicitor to the Association of Bankers, who gave evidence before the committee on extradition: "It will be seen that it was a private prosecution, which was conducted by Mr. Mullens, as solicitor for the private prosecutor, and that the English Government had nothing whatever to do with the trial, and probably knew nothing about it. The trial took place in 1854, more than twenty years ago, and, at that period, the law of extradition was very little known, either in England or the United States, and it did not occur to any one to raise any objection to the prisoner being tried for a second offence."

I consider this whole matter, however, as immaterial, inasmuch as no such abuse of the power derived from the treaty, even with the concurrence of the British Government, could create a precedent against us. If brought to the notice of the United States, whose right of asylum had been violated, it was the bounden duty of the United States to have demanded satisfaction for the usurpation.

Moreover, any sanction from British authority which the case might impliedly have received, is more than fully met by the instructions in *Lawrence's case*, of the 22nd of December, 1875, given by the late Attorney-General, now Minister to England, to the district attorney at New York: "I now repeat what I have heretofore written with carefulness and urgency, and what I carefully tried to impress upon you when I saw you here, that, for grave political reasons, Lawrence must first be tried upon the charge upon which he was extradited, and upon no other, until that trial is ended, and whether subsequent proceedings for other crimes shall or shall not be taken, must await the order of the President."

As the interpretation of the treaty is wholly an international question, the adjudication of the Canadian tribunals are altogether unimportant.

With perhaps more apparent cause than his citation of the decisions of municipal tribunals, Mr. Fish refers to some remarks of Mr. (now Lord) Hammond, Under-Secretary of State, to the Extradition Committee of 1868, and to a supposed opinion of the law officers of the Crown, on a Canadian case (Burley) which, from the disagreement of the jury, never became one requiring the interposition of the British Government. But that no importance is to be attached to his testimony, appears from the fact that Mr. Hammond himself tells us with regard to the course of his Government at that time in connection with extradition, that the British Foreign Office never concerns itself with a case of extradition after the man is surrendered, that its duties are

ministerial throughout; that the Foreign Office is only a conduit pipe, and that it would not ask for a man to be given up except on the recommendation of the Home Department. Mr. Hammond finally refers to Sir Thomas Henry for a full explanation of the manner in which extradition proceedings were conducted.

On a recent occasion, in a note to the Home Department, January 4, 1876, which we have cited, Sir Thomas Henry says: I have referred to the answers given by Mr. Hammond, and they relate to one case only, namely, the case of "Burley;" it was a Canadian case, and I think it will be seen that Mr. Hammond had not a very perfect knowledge of what occurred in that case; but, as Mr. Fish has relied upon it, I would beg to refer to the report which the committee made after having heard the evidence of Mr. Hammond, and of other witnesses who differed from him. In page iii, resolution 7, it will be found that the committee reported that every arrangement should contain an express stipulation that "no person shall be put upon his trial, &c., for any crime other than that on account of which he was surrendered."—North America, N. 1, 1876, p. 66.

This investigation, it is to be remembered, took place in 1868, and consequently before the Act of 1870; and it shows that the course, of which Mr. Fish now complains was not pursued in the case of the American treaty only Supposing, Sir Thomas Henry was asked by a member of the committee, a man had been acquitted of the offence for which he was transported to France, how could he put the authorities in motion to be returned to this country? If they did not immediately return him, answered Sir Thomas Henry, our Government would be bound to claim him. Of course after his acquittal he is a free agent, and if he likes to stay in France, he can do so, but he has a right to claim to be returned to this country; and if the French refused to deliver him up, it would be for our Secretary of State for Foreign Affairs to say: "You must re-conduct him to the frontier, and if you do not, we will break off the treaty."

"We have always that hold upon them, that if they are guilty of bad faith, we can break off the treaty." The Solicitor-General having said: "But that is the only hold there is; there is no treaty obligation to re-conduct him to the frontier, is there? No, Sir Thomas Henry answered, but it is their practice."—Report of the Committee on Extradition, p. 23.

Though in modern times it is considered as a part of the public law—a principle which the existence of exceptional cases proves—that there shall be no extradition for political offences, there is in the treaty between England and the United States no prohibition to that effect unless it be found in the absence of political crimes in the enumeration of those for which extradition may be demanded, a rule of interpretation which, when applied in other cases, Mr. Fish ignores.

Lord Derby says in his note of May 4, to Mr. Hoffman: "While dealing with this part of the case, I would ask how the United States Government is prepared to reconcile the view expressed in your note in favour of the assertion of the right of asylum for political offences with the principle you have been instructed to advocate.

"There is no principle of international law more clearly admitted than that advanced by you that each State is judge of its own administration of justice, and with regard to the right of asylum for political offences, it is clear that the nation surrendering is to be the judge of what is, or is not, a political offence, the more so because opinions differ in different countries on this question.

"But if the principle contended for in your note be correct, what is to prevent the United States Government from claiming a prisoner from this Government for an extradition crime and trying him afterwards for an offence which in this country would be deemed a political offence, but which in the United States might be viewed under a different aspect?"

Mr. Fish, in his note of May 22, 1876, to Mr. Hoffman, answered Lord Derby's suggestion by saying that "the inherent, inborn love of freedom, both of thought and of action, is engraved in the hearts of the people of this country so deeply that no law can reach and no Administration would dare to violate it."—44 Cong. 1 Sess. H. R. Ed. Doc. No. 173, p. 35.

Of the twenty-one treaties made by the United States, fifteen, viz., those with France, Switzerland, Austria, Baden, Venezuela, Sweden-Norway, Mexico, Hayti, Dominican Republic, Italy, Nicaragua, San Salvador, Orange Free State, Ecuador, and Belgium, guard by express provision against their application to political crimes; five, namely, those with England, Hawaii, Prussia, Bavaria, and Hanover, are silent on the subject. One, the treaty with the Two Sicilies, contains a provision on this point of an anomalous character, which is especially remarkable, considering the period at which it was made and the character of the Neapolitan Government at the time. . . .

As to the suggestion that the President could not interfere with the action of the State courts in Winslow's case, and which was repeated to Sir E. Thornton, Mr. Fish answers it himself, where he says, "if the extradition treaty did, as it does not, provide that no criminal could be tried for any other than certain particular offences, such a provision would be binding upon all courts, both State and Federal."

It is unnecessary, therefore, assuming the treaty to be as it has heretofore been interpreted, to go into an examination of any of those questions which were mooted at the commencement of our Government as to the right of the treaty-making power to regulate by conventions with foreign nations matters which are exclusively of State cognizance. In all other cases, the language of the Constitution is sufficiently explicit as to the obligation of treaties on every one within the jurisdiction of the United States. As it respects the paramount authority of the general Government in all questions affecting our foreign relations, the subject underwent full examination in the case of Macleod, and the legislation on that subject not being deemed complete, an Act of Congress was passed to remedy any defect.—Lawrence's Wheaton, 1863, p. 189. At all events, as General Jackson said to France in reference to Rives' Treaty, foreign Powers can only look to the authority competent to treat with them and bind the nation; and it is not their duty to inquire into the internal Constitution. I understand, however, Mr. Fish merely to repeat in another form the claim that the United States have a right to try an extradited individual, for any crime or offence whatsoever, whenever they get him in their possession under a mandate surrendering him for a specific purpose, and which is the whole matter at issue.

Billot, in his *Traité de l'Extradition*, the best work on the subject now extant, says that the text writers and the tribunals (*la doctrine et la jurisprudence*) are agreed that an extradited person cannot be tried except for the offences which constitute the motives for the extradition. So far as regards the authorities he says it is sufficient to refer to the names of MM. Faustin Hélié, Legraverend, Trébutien, Bertauld, Le Sellyer, Morin, Fœlix et Demangeat, Brouchoud, Ducrocq, Duverdy, to which may be added those of Bonafos, Morel, Dalloz, and Mangin.

The principle is clearly formulated in a decree rendered the 15th of February, 1843, by the *Cour d'Assises* of the department *du Pas de Calais*. It is there adjudged that extradition is only accorded for the specific object for which a demand has been made; that the consequences of the extradition cannot be extended beyond the fact on which the application was founded, and that it would violate the principles of the law of nations not to restrict it to the object and cause of the extradition. By the decree of the 24th of June, 1847, the *Cour de Cassation* confirmed the decision of the *Cour d'Assises* of the Seine, which had refused to instruct the jury to pronounce upon offences for which the extradition had not been authorized. The Supreme Court declared, moreover, that it was a principle in matters of extradition that the extradition is only accorded for the object specified in the demand which is made for it.

Among other cases Billot cites the decree rendered on the 17th of April, 1868, by the *Cour d'Assises d'Oran*, where it is declared that it is an established principle that the accused can be lawfully tried only for the charges for which extradition has been obtained. I might add to the cases cited by Billot a decree of the Court of Cassation, so late as the 14th of March, 1873, in which it was said that, in case of extradition, the accused can be tried only for the crime specified in the demand of extradition. See Dalloz' *Périodique*, 1874, 1502.

The rule has been at all times affirmed in France by the Administration, that is to say, the executive power. Billot, besides the circular of 1841, which has been already noted, cites a letter of the Minister of Justice to the Procureur-

General of the Court of Cassation, which was read to the court in its session of the 4th of July, 1867, and a circular of the date of July 30, 1872, from the Minister of Justice to the *Procureurs Généraux*, and then says:

"Here is a rule established as firmly as possible. It is incontestable that the tribunals can try the accused only on the facts for which the extradition has been accorded. This rule is an immediate corollary from the principle, which imposes on the judiciary power an obligation to apply the treaties of extradition—a principle which itself is a direct consequence of the higher principle of the separation of powers. The rule and the principle belong to the very organization of political societies, and must have precedence over every internal law. It is, besides, a condition *sine quâ non* of the very principle of extradition. Moreover, this principle and this rule have always been observed in France."—Billot, *Traite de l'Extradition*, p. 308.

In the preceding remarks I have refrained from embarrassing the discussion by any reference either to the Acts of Parliament or of Congress, believing, not only that there would have been no authority whatever on the part of the United States, even in the absence of an Act of Parliament for giving effect to extradition treaties, to have tried Winslow, had he been surrendered, for any offence other than that established against him by preliminary proof, but that if acquitted at such trial, or, if condemned, after he had served out his sentence, he should have been permitted to return to England or to go anywhere else. This, Sir Thomas Henry explained to the committee on extradition, France recognized to be her duty in such a case. Indeed, had he been subsequently detained for another trial, it would have been an offence on the part of the United States of which England might justly have complained, and which would have been a legitimate ground for annulling the treaty, or having recourse to any other measure which the law of nations authorizes for the arbitrament of international controversies.

Though no one would assert that either an Act of Parliament or an Act of Congress could with impunity alter a treaty which had been consented to by two sovereign States, it does not follow that these Acts are without justification, when made in pursuance of such treaty, and, indeed, without legislation, treaties which are contracts between States, could not have any operation. Owing to the express terms of our Constitution, treaties may be operative with us as laws when they could not execute themselves in England. Yet a treaty, so far as it operates as a municipal law, may be repealed by a subsequent Act of Congress, and by the same authority our treaties with France were, in 1798, abrogated. The United States, as well as England, have been in the habit of passing laws to carry international compacts into effect.

Indeed, that a treaty's going into effect depends on subsequent legislation is sometimes expressly declared, as in the treaty of extradition of 1862 between England and Denmark. This was also the case in the proposed treaty with France of 1852, which, though ratified by the executive authority of both countries, never received parliamentary sanction. The rule also applies to other than extradition treaties. Thus the commercial treaty of Utrecht, of 1713, with France, was never carried into effect, owing to the British Parliament having rejected the Bill modifying the existing laws of trade. . . .

The British Act of 1870, like all the American Acts on the subject, is not confined to any particular treaty, and if its provisions violate none of those in our treaty, there can be no objection, that it changes or alters any preceding law, or that it holds more strictly foreign States to the terms of their treaty obligations.

The Acts which we have named of 1843, 1845, and 1866, are repealed by it. Had the law stopped there the treaty would have stood as it was before the passing of the Act of 1843, which prescribed the proceedings to be taken under it, that is to say, without any provision to carry it into effect, as the extradition article of the treaty of 1794 always remained on the part of England. Parliament had the same right in 1870 as it had in 1843 to pass a law regulating the mode of surrender, and this they did by a new Act, which required no reference to any preceding legislation. Nor has there ever been any exception taken to that course by France or Denmark, the only two Powers which, besides ourselves, had subsisting treaties with England. The French treaty, which had been denounced in 1865 by that Government, was then being continued by annual arrangements. The treaty which had been made in 1864 with Prussia, had never received parliamentary ratification. The Act of 1870 (excepting, indeed, anything contained in it which was inconsistent with the treaties referred to in the Acts which had been repealed) was to apply as regards crimes committed either before or after the passing of the Act, in the case of foreign States, with which treaties had been made in the same manner, as if an Order in Council, by which it was proposed to regulate future arrangements respecting extradition, had been issued.

By an Act of 1873 crimes committed before the date of such an order are included.

It is due to England to state that what is required of the country, to which a surrender is made by her, she stipulates to perform on her part. The 19th section of the Act of 1870 provides that no person surrendered by a foreign State shall, until he has been restored to or had an opportunity of returning to such foreign State, be triable or tried for any offence committed prior to the surrender in any part of her Majesty's dominions, other than such of the same crimes as may be proved by the facts on which the surrender is grounded.

It is not perceived that any exception can be taken to the substituted legislation introduced by these Acts unless they violate rights of the United States conceded in terms by the treaty. Whether the formal mode of its execution is altered or not, the new laws stand on the same footing as the former English Acts and the Acts of Congress. The first restriction, imposed by the Act of 1870, though it is not found in our treaty with England, is at least substantially included in our treaties with several other Powers. It is that "a fugitive criminal shall not be surrendered, if the offence in respect to which his surrender is demanded is one of a political character." It has already been seen how indignant Mr. Fish was on the mere surmise that the United States did not recognize this principle. The provision is simply a declaration of what all parties understand, and there is no reason for omitting the sanction of it as an international compact, especially if, as Mr. Fish intimates on another point, State courts might not regard as obligatory that which was not stipulated in a formal treaty. Though, usually, political crimes are supposed to be offences against the federal Government, they are not necessarily so. There is an instance in this State of an individual who was tried and convicted of high treason against the State. Suppose that Governor Dorr had escaped from Rhode Island, and had been extradited for some pretended offences, the number of which is indefinitely increased in the English Acts of 1870—3, might not, according to Mr. Fish's views, as political offences are not specially excluded by the existing treaty, a State court have tried him for treason?

The second restriction presents the precise point involved in the present controversy, that is to say, "that a fugitive criminal shall not be surrendered to a foreign State unless provision is made by the law of that State, or by arrangement, that the fugitive criminal shall not, until he has been restored or had an opportunity of returning to her Majesty's dominions, be detained or tried in that foreign State for any offence committed prior to his surrender other than the extradition crime proved by the facts on which the surrender is grounded."

It has already been argued that all the right which a power asking an extradition can possibly derive from the surrender must be what is expressed in the treaty, and that all rules of interpretation require the treaty to be strictly construed; and, consequently, where the treaty prescribes the offences for which extradition can be made and the particular testimony to be required, the sufficiency of which must be certified to the executive authority of the extraditing country, the State receiving the fugitive has no jurisdiction whatever over him, except for the specified crime to which the testimony applies. This provision of the Act, therefore, takes away from the United States no rights which they had under the treaty. It is only a declaration of the true interpretation of the treaty itself, which is in accordance with the general law of Christendom.

To the third and fourth restrictions it is not understood that any exceptions exist. The former declares that when a surrender is asked of a fugitive criminal accused of some offence, within English jurisdiction, or is undergoing a sentence on any conviction in the

United Kingdom, he shall not be surrendered until after his discharge, whether by acquittal, or by the expiration of his sentence, while the fourth, which allows fifteen days between the time that the prisoner is committed by the magistrate's order until his surrender, is intended to guard against such cases as that of Lamirande, and to enable an application to be made for a *habeas corpus*, by which a fraudulent surrender may be avoided. However agreeable this rule is to the principles of humanity, it might be objected to with more reason than the one which relates to the trial of a prisoner for other than the extradited crime, inasmuch as it might be contended that it gave a facility for escape for which the treaty does not provide, and was, therefore, a limitation on the rights which it conceded.

It is objected by the American Government that the claim made by England in the case of Winslow that the United States shall give assurances that he shall not be tried for any other than the crime for which he is extradited, is a demand which England cannot with propriety make. Under ordinary circumstances it would be discourteous for one Government to imply to another Government that it was necessary to take precautions against its violation of a treaty, but the course which the United States have admitted that they felt authorized to pursue toward Lawrence, extradited under the same circumstances as those in which Winslow was demanded, would seem to leave to the British Government no alternative. It was only by a refusal to make the surrender that a collision, which would be unavoidable in case the American Government acted according to its declared interpretation of the treaty, could be prevented. And here it is to be remembered that the decision of the British Government is not derived from any assumption to control the question by an Act of Parliament. Whether or not, as Lord Derby stated, the Act of 1870 had or had not been passed, the position of England would have been the same.

It would seem from the facts in the case that England was justified by the proceedings of the United States and the Acts of Congress, giving effect to treaties, to suppose that they recognized the same rule as to extradited persons as she did. Indeed, it would appear that the mode of relieving the existing embarrassment, which was suggested by Col. Hoffman, to whom the affairs of the United States had been confided since the departure of Gen. Schenck, and for which he was repudiated by his chief, was a revival of a proposition, which met with the assent of Mr. Fish himself in a previous negotiation, he having added to the proposed article, prohibiting the trial of an extradited person for any offence committed "prior to the surrender other than the particular offence on account of which he was surrendered," the clause "no person shall be deemed to have had an opportunity of returning to the country whence he was surrendered until two months, at least, shall have elapsed after he shall have been set at liberty and free to return." . . .

The views of our Government have no sanction on this side of the water, unless it be in the decisions of Chancellor Kent sustaining extradition under the authority of the individual States, which is no longer a matter of discussion. We have referred to the opinions which prevailed with our early statesmen. Mr. Field, in his proposed international code, article 237, provides that "no person surrendered shall be prosecuted or punished in the nation to which he is surrendered for any offence which is not mentioned in the demand."

Nowhere is the injustice of trying a man for an offence of which he was not even accused at the time of his surrender more forcibly stated than in an article of our countryman, Mr. Sprague, in a late number of the London *Law Magazine*, in which it is said: "To illustrate the hardships of the rule allowing trial and punishment for offences not extraditable, let us suppose that the charges on which an extradition is procured are fictitious or unfounded. When the prisoner is brought within the jurisdiction of the home courts he may be tried and condemned for any offence whatever, thus destroying effectually, by a mere trick or technicality, the noble protection which nations design to throw around foreigners. Let us suppose an extradition treaty between Great Britain and China, specifying offences against the common humanity, such as murder and burglary. And then let us suppose that in China many political offences are punishable with a cruel and ignoble death. Let a fugitive from China, residing in Great Britain, be charged with burglary and surrendered under the treaty. When he arrives home the charge of burglary is abandoned, and he is tried and executed for a petty political offence. The inconveniences and hardships of the rule of unlimited jurisdiction of the home courts over an extradited person are thus evident."

Legal News.

The *Dundee Advertiser* says that the justices of the peace at their fortnightly court held in Dundee last Monday, out of consideration to mothers with crying babies, called the cases of all such mothers first, so as to allow them to go away with their crying evils. A procurator of court who happened to be present intimated to the bench that next court-day he would borrow a baby, and so insure an early hearing of his cases.

Among the so-called improvements in criminal procedure made in some of the Western States, says the *Albany Law Journal*, is the abolition of the grand jury, and some of the reformers in other States are crying out against this institution as an unnecessary and expensive part of our method of administering penal justice. There is no doubt that in certain cases the investigation before the grand inquest adds somewhat to the cost of the proceeding, and may, perhaps, delay somewhat the events known as conviction and sentence. Probably where the evidence on the part of the prosecution is conclusive and easily got at, the necessity of having the witnesses to give in their testimony two or three times operates oppressively, and there would be much time and trouble saved if one appearance only of witnesses was necessary. Yet, in those instances where there is much doubt an impartial examination by a jury of the prosecutor's evidence is of benefit both to the public and to the accused individual, to the public by enabling it to dispose promptly of uncertain cases, so that they do not clog up the criminal calendar, and to the individual by saving him from the humiliation of a public trial where there is no *primâ facie* case against him. The grand jury is an inherent part of the common law system, and it has for centuries answered a good purpose. It may occasionally prove an obstacle to the speedy punishment of crime, but we think it more often proves one to malicious prosecution. The penal system of the common law has many defects which it is the duty of legislation to remove, but we cannot think the grand jury is one of them. In the prosecution of those accused of crime too much care cannot be taken that an unjust conviction be not had, and a public trial for a felony ought not to be undertaken unless there is *primâ facie* evidence enough to satisfy twelve men that the charge is probably true.

In summing up a case to the jury at the Salford Sessions, on Saturday, the chairman (Mr. W. H. Higgin, Q.C.) took occasion to animadvert somewhat strongly on the manner in which counsel for the defence had referred to the prosecution and had cross-examined the prosecutor. The prosecution was instituted by a manufacturer against his late manager for embezzlement. Mr. Higgin said he was sorry that the case began by an assertion on the part of counsel for the prisoner that this was a malicious prosecution. He regretted the use of language of that kind; he saw no necessity for it. He did not see that when a gentleman was called upon to defend a prisoner he need go out of his way in the slightest degree in the performance of a duty; and when they did find cases defended in that spirit it became the duty of the court, whilst to the best of its ability it was defending the prisoner, also to defend the prosecutor; and as long as he (Mr. Higgin) sat there he would never be a party to tolerate any accusation which from time to time was made against witnesses who came there in the performance of a duty. As far as he could he would protect them. Reference had been made to the fact that the prisoner was placed in the "unfortunate" position that he could not be sworn and give evidence. He considered it a very happy thing for prisoners that, while they could not be sworn as witnesses, they consequently could not be subjected to the ordeal of cross-examination. The prisoner was defended by counsel. He had everything said for him that could be said, and therefore he was under no disadvan-

tage whatever. Then, again, questions had been put to the prosecutor whether he was not in difficulties. The prosecutor said he was not, and not a tittle of evidence had been adduced to the contrary. Cross-examination was a proper instrument when used to extract truth; but it might be perverted to the vilest ends. Within proper limits it was a valuable engine for getting at the truth. The suggestion was that the prosecutor was in difficulties. What was the fact? He had been sued for a debt which he did not owe, but for the payment of which he had become surety; he paid the bill, and there was an end of it; and yet here was a man of business, who went day by day to the Manchester Exchange say, and upon the flimsiest possible pretence—nay, he said without the slightest cause—that tradesman was put to the torture of those questions, which might most seriously affect his credit. It was unfair; and if questions of that kind were thought necessary in the interests of a prisoner, they ought never to be put until a good substantial foundation was found for them to rest on. He had deemed it his duty to speak thus in order to dispel from their minds a great deal which it was endeavoured to instil into them, and which might lead them astray.

PUBLIC COMPANIES.

August 25, 1876.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96¼	Annuities, April, '85, 9¼
Ditto for Account, Sept., 96¼	Do. (Red Sea T.) Aug. 1908
Do 3 per Cent. Reduced, 96⅜	Ex Bills, £1000, 2½ per Ct. 25 pm
New 3 per Cent., 96⅜	Ditto, £500, Do, 25 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 25 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, — per Ct. (last half-year), 256
Do. 5 per Cent., Jan. '78	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 106½	Ditto, 5½ per Cnt., May, '79, 87
Ditto for Account, —	Ditto Debentures, 4 per Cents, April, '64
Ditto 4 per Cent., Oct. '88, 104½	Do. Do, 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent. 84	Ditto, ditto, under £1000
2nd Enf. Pr., 5 per C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	122½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	46½
Stock	Great Northern	100	133
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	106⅝
Stock	Lancashire and Yorkshire	100	135½
Stock	London, Brighton, and South Coast	100	118½
Stock	London, Chatham, and Dover	100	21⅛
Stock	London and North-Western	100	149
Stock	London and South Western	100	127½ x d
Stock	Manchester, Sheffield, and Lincoln	100	74
Stock	Metropolitan	100	101
Stock	Do., District	100	47½
Stock	Midland	100	133
Stock	North British	100	96
Stock	North Eastern	100	153½ x d
Stock	North London	100	137
Stock	North Staffordshire	100	67
Stock	South Devon	100	69
Stock	South-Eastern	100	127

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been very quiet this week, most of the members of the Stock Exchange being away. Prices are without much variation. Home railways are a little lower, principally in consequence of the small amount of business transacted. Consols close at 96⅜ to 96½ for money and account.

The estates of the late Thomas Sheppard, Esq., were offered to auction, at the Mart, London, on Thursday, August 17, by Mr. Robins, of 5, Waterloo-place, Pall-mall, with the following result:—Lot 1. The Folkington Plan Estate, Sussex, was sold to J. E. A. Gwynne, Esq., for £58,500. Lot 2. Ditto, £7,050. Lot 3. Sold to trustees of Captain Taylor for £4,880. Lot 4. Sold to — Browne, Esq., for £3,410. Total, £73,840. The Wiltshire estates were not sold, the biddings not reaching the reserved prices.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WOLFERSTAN—Aug. 15, at 1, Alexandra-place, Plymouth, the wife of Thomas Wolferstan, solicitor, of a son.

MARRIAGES.

BAGGALLAY—BURRELL—Aug. 17, at the church of the Holy Trinity, Cuckfield, Sussex, Ernest, second son of the Right Hon. Sir Richard Baggallay, to Emily Charlotte Edrica, third daughter of Sir Walter Wyndham Burrell, Bart., M.P.

CARPMAEL—BUTLER—Aug. 23, at Christ Church, Streatham, Ernest Carpmael, M.A., F.R.A.S., Fellow of St. John's College, Cambridge, barrister-at-law, seventh son of the late William Carpmael, of Streatham-hill, Surrey, to Matilda Catherine (Katie), only daughter of the late James Henry Butler, F.R.C.S., Deputy-Inspector-General of Hospitals, Indian Army, Bengal.

MCCALL—MACSWINNEY—Aug. 22, at St. George's, Tufnell-park, Robert Alfred McCall, M.A., of the Middle Temple, barrister-at-law, to Alice Elizabeth, only daughter of the late James MacSwinney, of Galway, Ireland.

RUSSELL—MOREAU—Aug. 22, at St. Marylebone Church, Frank Milner Russell, of No. 4, Bedford-row, London, solicitor, to Marie Valentine Moreau, of No. 49, Welbeck-street, W., only daughter of the late M. Auguste Moreau, of Lisle.

SILVESTER—STOW—Aug. 22, at St. Stephen's, Westbourne-park, Ernest Frederic Silvester, of the Inner Temple, barrister-at-law, eldest son of H. E. Silvester, Hurn Lodge, Beverley, to Agnes Graham, eldest daughter of David George Stow, 19, Leinster-square, Hyde-park, W.

UNDERDOWN—EHRENFEST—Aug. 19, at St. Dunstan's-in-the West, E. M. Underdown, barrister-at-law, to Marie, fourth daughter of the late Leopold Ehrenfest, formerly Ober Lieutenant in the Austrian Grenadier Regiment.

DEATH.

WOLLASTON—Aug. 19, at Shirley, Southampton, Frederick Luard Wollaston, barrister-at-law, last surviving son of the late G. H. Wollaston, of Clapham-common, aged 73.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Aug. 18, 1876.

UNLIMITED IN CHANCERY.

Royal Bank of Liverpool.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Harmood Walcot Banner, North John st, Liverpool. Monday, Nov 13, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Governor and Company of Copper Miners in England.—V.C. Hall has, by an order dated Aug 7, appointed John Young, Tokenhouse yard, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 16, at 12, is appointed for hearing and adjudicatng upon the debts and claims.

TUESDAY, Aug 22, 1876.

LIMITED IN CHANCERY.

Pirsch Silverine Company, Limited.—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to William Henry Bond, Victoria buildings, Queen Victoria st. Monday, Nov 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

Fire Guarantee Association, Limited.—By an order made by the Vice-Chancellor, dated Aug 10, it was ordered that the above association be wound up. Parker, solicitor for the petitioners.—The Vice-Chancellor has, by an order dated Aug 17, appointed John Adamson, Norfolk st, Manchester, to be official liquidator. Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Oct 5, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Liverpool Finance and Estate Agency Company, Limited.—By an order made by the Vice-Chancellor, dated Aug 14, it was ordered that the above company be wound up. Mather, Liverpool, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Aug. 22, 1876.

Botley Friendly Society, Botley School, Stafford. Aug 19.

Kensworth Female Benefit Society, Kensworth, Herts. Aug 17.

Loyal Union Society, Royal Oak, New Town, West Bromwich, Stafford. Aug 17.

Torcross Friendly Society, Torcross, Devon. Aug 19.

Young Unanimous Society, Leeds Arms, Vicar lane, Bradford, York. Aug 15.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug. 15, 1876.

Ackroyd, Henry, Manningham, York, Warp Sizer. Sept 22. Ackroyd v Ackroyd, District Registrar, Bradford. Hutchinson, Bradford

Barnett, Richard Clemson, Chester terrace, Regent's park, Esq. Oct 1. Patching v Barnett, V.C. Malins. Bull, Bedford row

Barth, Samuel Jeffries, Vernon rd, Old Ford, Solicitor. Sept 14. Tooke v Barth, M.R. Storey, King's rd, Bedford row

Battensby, Henry Clark, Durham, Horsedealer. Oct 16. Battensby v Battensby, V.C. Hall. Maddison, Durham

Beech, John, Longton, Stafford, Secretary to a Building Society. Oct 16. V.C. Hall. Jones and Co, Lancaster place, Strand

Berry, Grove, Southport, Lancashire, Esq, and Elizabeth Berry. Sept 13. Berry v Bedale, M.R. Maddock, Liverpool

Blake, Thomas, Dymchurch, Kent, Farmer. Sept 13. Haigh v Blake, M.R. Stringer, New Romney

Burridge, Philip Doble, Stoke St Mary, Somerset, Esq. Sept 13. Beadon v Burridge, M.R. Sweet, Taunton

Cooper, Hugh Welch, Goldhawk rd, Shepherd's bush, Gent. Sept 30. Cooper v Perkin, V.C. Bacon. Lane, Bedford place, Russell sq

Dixon, John Smart, Gosport, Hants, Ensign 94th Foot. Oct 14. Edmonds v Granger, V.C. Malins. Gregory, Gresham st

Dixon, Rebecca, St Augustine's rd. Oct 14. Edmonds v Granger, V.C. Malins. Gregory, Gresham st

Edmonds, Henry, Bristol, Staff Surgeon R.N. Oct 14. Edmonds v Granger, V.C. Malins. Gregory, Gresham st

Gordon, George, Rotherhithe, Sail Maker. Oct 1. Gordon v Walton, M.R. Walton and Co, Great Winchester st

Jones, Daniel, New Thornton heath, Croydon, Lead Refiner. Oct 10. Jones v Jones, V.C. Hall. Baxter, Laurence Pountney hill, Cannon st

Joyce, Ellen, Montpelier sq, Brompton. Oct 2. Whitehead v Morris, V.C. Bacon. Bromley, Bedford row

Kelly, Mary, Exeter. Oct 1. Braund v Braund, M.R. Braund, Furnival's inn

Lawes, Thomas, City rd, Feather Merchant. Sept 30. Lawes v Lawes, V.C.M. Surr and Co, Abchurch lane

Lumsden, Mary, West Learmouth, Northumberland. Sept 20. Renton v Lumsden, M.R. Burn, Bell yard, Doctors' commons

Rogers, Woodes, Redhill, Surrey, Merchant. Nov 11. Whatley v Rogers, V.C. Hall. Lewis and Co, Old Jewry

Stewart, Francis, St John's wood park, Esq. Sept 30. Stewart v Stewart, M.R. Van Sandau, King st, Cheapside

Sweatman, John, Cranborne, Dorset, Gent. Oct 21. Adams v Adams, V.C. Hall. Trevanion, Poole

Thomas, William, Witney, Oxford. Sept 21. Mayall v Hickling, V.C. Hall. Smiles, Bedford row

Walsh, William, Beechworth, Victoria, Doctor of Medicine. Feb 1. Wallis v Walsh, M.R. Thorne and Co, Wolverhampton

Warner, Algernon, Golden sq, Regent st, Solicitor. Nov 2. Warner v Young, V.C. Malins. Turner, Golden sq

Wortley, Amelia Arabia, Trowse Newton, Norfolk. Oct 18. Birkbeck v Wortley, V.C. Bacon. Easton, Clifford's inn, Fleet st

FRIDAY, Aug 18, 1876.

Duranty, Alexander, Liverpool, Merchant. Oct 1. Greenshields v Okell, V.C. Malins. Lowndes, Liverpool

Duranty and Company. Nov 30. Greenshields v Okell, V.C. Malins.

Hoggett, John, Cragg, Harrington, York. Oct 10. Hoggett v Hoggett, M.R. Nixon, Barnard Castle

Rivett, Henry, Kingston-upon-Hull, Hosier. Oct 2. Rivett v Rivett, V.C. Malins. Middlemiss, Kingston-upon-Hull

TUESDAY, Aug 22, 1876.

Owen, Jane, Sir John Miles' Asylum, Hoxton. Nov 2. Jones v Jones, V.C. Malins

Hibbert, Rev Reginald John, Wormleighton, Warwick. Sept 30. Whitty v Hibbert, V.C. Malins. Bird, Bedford row

Meriton, Mary Elizabeth, Lower rd, Rotherhithe. Oct 11. Marriott v Cotterell, M.R. Austen and Co, Raymond buildings, Gray's inn

Taylor, William Fowler, Bromley, Kent. Sept 30. Taylor v Witham, M.R. Till, Croydon

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 18, 1876.

Allan, John, Wigan, Engineer. Aug 31. Wright and Appleton, Wigan

Blades, Christopher, Leek, Stafford, Chemist. Nov 1. Hacker and Allen, Leek

Bradbury, Joseph, Birchin Cliffe, nr Huddersfield, York, Retired Schoolmaster. Sept 12. Learoyd and Co, Huddersfield

Brace, Hon Harriet Elizabeth Preston, Prince's gardens, Knightsbridge Sept 30. Dawes and Sons, Angel court, Throgmorton-street.

Bulkeley, Percy Francis, Wootton Bassett, Wilts, Esq. Oct 17. Bloxams and Ellison, Lincoln's inn fields

Christmas, John, Oxenbourne, Hants, Gent. Sept 30. Adams and Co, Alresford

Cobby, Rebecca, Chichester. Aug 31. Janman, Chichester

Codner, Antonio Jabez, Bulstrode st, Manchester sq, Ladies' Tailor. Sept 29. Hendricks, New Cavendish st, Portland place

Croft, Christopher, Richmond, York, Esq. Sept 23. Croft, Richmond

Doubble, Caroline Anne, Serjeants'-inn, Temple. Sept 29. Doubble Serjeants' inn, Temple

Eggar, William Joseph, Sussex terrace, Battersea park, Gent. Nov 20. Gastrell, Lincoln's inn fields

Francillon, William, Harrington rd, South Norwood, Gent. Sept 30. Yew and Co, Surrey st, Strand

Gardiner, Perry Green, Schoharie, America, Gent. Oct 14. Roberts, Coleman st

Gawtrey, Robert Lewis, Prestegn, Radnor, Esq. Oct 1. Mason, Gresham st

Hadcock, Ann, Sheffield. Sept 16. Ibbotson, Sheffield

Harding, James, Exmouth st, Stepney, Manufacturing Chemist. Sept 29. Barrett, Leadenhall st

Hardwicke, Robert, Piccadilly, Publisher. Oct 1. Stephens and Stephens, Essex st, Strand

Hatton, James, Winwick, Lancashire, Farmer. Sept 30. Davies and Brock, Warrington

Hiley, Thomas, Gainsborough, Lincoln, Currier. Oct 16. Oldman and Iveson, Gainsborough

Hocking, Samuel, Camborne, Cornwall, Watch Maker. Sept 21. Daniell, Camborne

Hutchinson, Robert, Westhouse, York, Gent. Sept 30. Picard, Kirkby Lonsdale

Ibison, William, Liverpool, Porter. Sept 25. Yates, and Co, Liverpool

Kemp, Edward Rounthwaite, East Layton Hall, York, Esq. Oct 1. Trotter and Co, Bishop Auckland

Lane, William Jenner, Aldsworth, Gloucester, Gent. Sept 11. Lane, Kenninghall

Martin, John Julyan, Trethwell, St Austell, Cornwall, Esq. Sept 8. Goode and Co, St Austell

Massie, Mary Anne, St Leonards-on-Sea, Sussex. Sept 30. Hollams and Co, Mincing lane

Masson, Francis John, Connaught square, Gent. Oct 1. Tylee and Co, Essex st, Strand

Melias, Magdalene, Chichester st, Harrow rd. Sept 29. Dixon, John st, Bedford row

Miller, John, Mutley, nr Plymouth, Devon, Gent. Oct 7. Loye, Plymouth

Mills, Mary Ann, Crab's Cross, nr Redditch, Worcester. Nov 15. Cottrell, Birmingham

Newman, Stephen, Romsey, Hants, Ironmonger. Nov 1. Footner and Son, Romsey

Parrott, Samuel, Nottingham, Builder. Sept 27. Wells and Hind, Nottingham

Partridge, Richard, Coborn st, Bow rd, Customs Clerk. Oct 4. Chorley and Crawford, Moorgate st

Price, George, Birmingham, Iron and Tin Plate Worker. Sept 21. Walford, Birmingham

Rayson, William Humphries, Ingleton, Durham, Draper. Sept 29. Bowser and Ward, Bishop Auckland

Robinson, William Henry, Liverpool, Timber Merchant. Oct 1. Foster and Son, Liverpool

Roots, William Sudlow, Kingston-on-Thames, Surrey, Surgeon. Sept 27. Hancock, New inn

Rowlett, William, Leyton, Essex, Tortoise Shell Worker. Oct 1. Stephens and Stephens, Essex st, Strand

Scotney, Martha Frances, Brighton, Sussex. Sept 30. Gastrell, Lincoln's inn fields

Simpson, Alfred Robert, Borrowash, Derby, Solicitor. Oct 18. Taylor and Co, Derby

Smith, Robert, Skipton, York, Painter. Oct 2. Robinson, Skipton

Tanner, Thomas, Brighton, Sussex. Sept 29. King and Son, Brighton

Till, William, Sidmouth, Devon, Esq. Sept 30. Gastrell, Lincoln's inn fields

Tomlinson, John, Skipton, York, Boot Maker. Oct 2. Robinson, Skipton

Trenfield, James, Bristol, Gent. Oct 11. Brittan and Co, Bristol

Williams, Thomas, Charlbury, Oxford, Yeoman. Oct 16. Kilby and Co, Chipping Norton

Youd, Robert, Halifax, York, Woolstapler. Oct 2. Perkinton, Halifax

TUESDAY, Aug 22, 1876.

Bailey, John Selden, Hurstmonceaux, Sussex, Esq. Sept 25. Cooper and Williams, Brighton

Baron, Elizabeth, Cheltenham, Gloucester. Oct 30. Winterbotham and Co, Cheltenham

Bullough, James, Manchester, Baker. Nov 1. Crowther, Manchester

Chapman, Charles, Market Rasen, Lincoln, Stonemason. Oct 11. Rhodes and Sons, Market Rasen

Cramp, Henry, Long Whatton, Leicester, Farmer. Oct 17. Bartlett and Son, Loughborough

Deason, Charles, Stratford, Essex, Timber Merchant. Sept 29. Hillearys and Co, Fenchurch buildings

Edson, Sophia Ann, Nottingham. Nov 1. Burton and Co, Nottingham

Frost, James, High st, Clapham, Gent. Sept 29. Winter and Co, Bedford row

Gerslenberg, Isidor, Stock Exchange, Esq. Oct 1. Emanuel and Simmonds, Finsbury circus

Gladstone, Robertson, Liverpool, Merchant. Nov 1. Pears and Logan, Liverpool

Grix, Jane, Mid Lavant, Sussex. Sept 29. Sowton, Chichester

Hall, John, Leighton Buzzard, Bedford, Gent. Sept 15. Osborne, Ross

Hatfield, John, Cottingham, York, Farmer. Oct 1. Colbeck and Thompson, Hull

Hewett, Thomas, Hunter's Hill, Durham, Gent. Nov 1. Ingledew and Daggett, Newcastle-upon-Tyne

Lloyd, Henry, Handsworth, Stafford, Red Lead Manufacturer. Nov 1. Oerton and Westwood, Birmingham

Mann, Maria Ann, Eastbourne, Sussex, Sept 9. Gell, Lewes

Meriton, Walter, Marquis rd, Camden rd, Gent. Oct 1. Austen and Co, Raymond buildings, Gray's inn

Morris, Ellis Jones, Victoria Dock rd, Surgeon. Nov 1. Crowther, Manchester

Phillips, Joseph, King's rd, Chelsea, Butcher. Oct 7. Frame, Lincoln's inn fields

Pope, James, Solihull, Warwickshire, Gent. Nov 1. Best and Co, Birmingham

Rassam, Christian Anthony Mosul, Turkey, Consul. Sept 5. Turner, King st, Cheapside

Restier, James, Grove rd, Brixton, Gent. Sept 20. Champion and Co, Ironmonger lane

Roberts, Hugh, Pwlheli, Carnarvon, Attorney-at-Law. Oct 14. Jones and Son, Denbigh

Roberts, Robert, Tynllan Nannerch, Flint Esq. Oct 12. Davies, Denbigh

Statham, William, South Lea, Buckingham, Farmer. Nov 1. Darvill and Co, New Windsor

Steward, William Crozier, Cartgate, nr Whitehaven, Cumberland, Gent. Sept 30. Gibson, Hexham

Taylor, John, Ardwick, Manchester, Gent. Oct 18. Farrar and Hall, Manchester

Wass, Thomas, Middle Rasen, Lincoln, Farmer. Oct 1. Rhodes and Sons, Market Rasen
Webster, John, Edgbaston, nr Birmingham, Merchant. Nov 1. Best and Co, Nottingham
Welford, William Henry, Newcastle-upon-Tyne, Ironmonger. Dec 1. Ingledew and Daggett, Newcastle-upon-Tyne

Bankrupts.

FRIDAY, Aug. 18, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Phillips, Henry Louis, Warrington crescent, Maida vale, Secretary to a Public Company. Pet Aug 16. Pepys. Aug 30 at 11.30
Scott, Charles Ormonde Pears, Adams court, Old Broad st, Stock Broker. Pet Aug 15. Pepys. Sept 1 at 12

To Surrender in the Country.

Boothroyd, Edward Hyde, Stockport, Cheshire, Solicitor. Pet Aug 11. Hyde. Stockport, Oct 6 at 11
Clark, John William, Doncaster, York, Tanner. Pet Aug 17. Wake Sheffield, Aug 31 at 10.30
Dundas, William Walter, Canterbury, Esq. Pet Aug 14. Furley Canterbury, Sept 6 at 11
Hobson, John, Benwell, Northumberland, Innkeeper. Pet Aug 15. Mortimer. Newcastle, Aug 29 at 2
James, John, Bideford, Devon, Baker. Pet Aug 15. Bencraft. Barnstaple, Aug 30 at 12
Morris, Thomas, Newcastle-under-Lyme, Stafford, Shoe Dealer. Pet Aug 15. Tennant. Hanley, Aug 30 at 11
Smith, Michael, Liverpool, Butcher. Pet Aug 16. Watson. Liverpool, Aug 29 at 2
Stables, John, Chorlton-upon-Medlock, Manchester, Grocer. Pet Aug 16. Kay. Manchester, Sept 7 at 9.30
Twibell, John Major, Sheffield, Dealer in Sewing Machines. Pet Aug 15. Wake. Sheffield, Sept 5 at 1.30
Winder, Charles, Newcastle-upon-Tyne, Organ Builder. Pet Aug 14. Mortimer. Newcastle, Aug 29 at 12

TUESDAY, Aug. 22, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dezille, Antoine Ferdinand, and Charles Bruce Dezille, Old st, St Luke's, Timber Merchants. Pet Aug 18. Pepys. Sept 7 at 12

To Surrender in the Country.

Arman, Orlando, Orange place, Greenwich rd, Boot Maker. Pet Aug 11. Pitt-Taylor. Greenwich, Sept 5 at 2
Griffiths, David, Pontywain, Monmouth, Shopkeeper. Pet Aug 17. Davis. Newport, Sept 20 at 11.30
Griffiths, William, Pontywain, Monmouth, Shopkeeper. Pet Aug 17. Davis. Newport, Sept 20 at 11
May, George James, Neath, Glamorgan, Chain Manufacturer. Pet Aug 16. Jones. Neath, Sept 5 at 12
Nash, Andrew, New Brighton, Cheshire. Pet Aug 18. Payne. Birkenhead, Sept 7 at 3
Thorn, Eliza, and Joseph Thorn, Cardiff, Cabinet Maker. Pet Aug 21. Langley. Cardiff, Sept 1 at 11
Valentine, George Birbidge, Ampthill, Bedford, Corn Dealer. Pet Aug 17. Fearse. Bedford, Sept 5 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 18, 1876.

Fleetwood, Rev Sir Louis Peter Hesketh, Middlesex. Aug 15

TUESDAY, Aug 22, 1876.

Keysell, Richard, Lincoln's inn fields, Auctioneer. Aug 10

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 18, 1876.

Allison, William, Queen's rd, Bayswater, Cabinet Maker. Sept 4 at 2 at offices of Welman, Great George st, Westminster
Andrews, Henry, Birmingham, out of business. Aug 24 at 3 at offices of Cowie, Bennett's hill, Birmingham. Quelch, Birmingham
Baker, John, Fremantle, Hants, Builder. Aug 28 at 3 at offices of Shutte, Portland st, Southampton
Beyer, Ernst, and John Fischbein, Liverpool, Merchants. Aug 30 at 3 at offices of Banner and Son, North John st, Liverpool. Batesson and Co, Liverpool
Bliss, Lewis, Birmingham, Manufacturer of Hair Pins. Aug 30 at 11 at offices of Foster, Bennett's hill, Birmingham
Bracher, William Hawkins, Great Ormond st, Bloomsbury, Builder. Sept 12 at 2 at the Inns of Court Hotel, High Holborn. Lewis and Lewis, Ely place, Holborn
Calvert, George, and Henry Burling, Worthing, Sussex, Tailors. Sept 5 at 11 at the Railway Hotel, North st, Worthing. Goodman, Brighton
Cassidy, James, Huddersfield, York, Draper. Aug 31 at 11 at offices of Armitage, Lord st, Huddersfield
Child, George Henry, Gutter lane, Collar Manufacturer. Sept 1 at 3 at offices of Cattlin, Guildhall yard
Clark, George, and James Gibson, Newcastle-upon-Tyne, Drapers. Aug 30 at 3.30 at offices of Hopper, Grainger st, Newcastle-upon-Tyne
Coates, George, Brotton, York, Builder. Aug 29 at 11 at offices of Teale, Albert rd, Middlesborough
Cook, Frederick, Bristol, Accountant. Aug 31 at 2, at 11, Bridge st, Bath. Cruttwell, Bath
Cook, John, Wylam Station, Northumberland, Innkeeper. Aug 29 at 11 at offices of Hopper, Grainger st, Newcastle-upon-Tyne
Cook, Richard, St Alban's, Herts, Straw Hat Manufacturer. Sept 6 at 3 at the Peahen Hotel, St Alban's. Nicholls, Ironmonger lane
Eccitate, Walter, Burnley, Lancashire, Hotel Keeper. Sept 6 at 2 at offices of Creek and Sandy, Cliviger st, Burnley
Cox, Thomas Arthur, Newington causeway, House Decorator. Sept 1 at 11 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Rigby, Abchurch lane
Cross, George, and Richard Green Cross, Winsford, Cheshire, Ship Builders. Aug 30 at the Law Association Rooms, Cook st, Liverpool. Woodburn and Co, Liverpool
Cruse, John, Bristol, Coal Dealer. Aug 31 at 12 at offices of Benson and Thomas, Broad st, Bristol
Culley, Vincent, Nottingham, Cab Proprietor. Aug 30 at 3 at offices of Belk, Middle pavement, Nottingham
Davis, Frank Isaac, Birmingham, Jeweller's Factor. Aug 30 at 2 at the Great Western Hotel, Monmouth st, Birmingham. Webster and Graham, Birmingham
Deakins, Martin, Smoky Farm, Worcester, Farmer. Sept 1 at 12 at offices of New and Co, Bridge st, Evesham
Digby, Edward Theodore, and Charles Stansfeld, Cloak lane, Wine Merchants. Sept 1 at 11 at the Vestry house, Christ Church passage, Newgate st. Robinson
Earnie, Edward, Dovercourt, Essex, Builder. Sept 7 at 1 at the Cups Hotel, Harwich. Pollard, Ipswich
Enefer, Henry, Disraeli rd, Margery park, Upton, Clerk. Aug 28 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark
Ferguson, Richard, Manchester, Joiner. Aug 30 at 3 at the Stretford Inn, Stretford rd, Manchester. Fletcher, Manchester
Foreman, Robert, High st, Homerton, Grocer. Sept 1 at 2 at offices of Monckton and Co, Lincoln's inn fields
Gadd, Thomas Sear, Bridgewater gardens, Bridgewater sq, Licensed Victualler. Aug 30 at 12 at offices of Pinder, Wool Exchange, Coleman st. Archer, Worship st, Finsbury
Gardner, Sarah, Mare st, Hackney, Boot Maker. Aug 28 at 7 at 58, Kingsland rd. Chipperfield, Trinity st, Southwark
Geater, Harry, Harwich, Essex, Clothier. Sept 8 at 2 at offices of Pollard, St Lawrence st, Ipswich
Green, Alfred, Luton, Bedford, Furniture Dealer. Sept 6 at 12 at offices of Shepherd and Ewen, Park st west, Luton
Green, Richard Angell, Strand, Jeweller. Sept 5 at 10.30 at offices of Roberts, Coleman st
Gurney, John, and George William Wilson, Bradford, York, Merchants. Aug 31 at 3 at offices of Taylor and Co, Piccadilly, Bradford
Halfyard, Thomas Richardson, Kingston-upon-Hull, Smack Owner. Aug 29 at 11 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Walker and Spink, Hull
Hallewell, Frederick John, Oxford, Teacher of Music. Aug 29 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford
Harrison, William Stanford, Filby, Norfolk, Grocer. Sept 7 at 11 at offices of Wiltshire, Hall plain, Great Yarmouth
Hayward, Spencer, Copperfield rd, Mile End, Builder. Sept 4 at 12 at the Guildhall Tavern. Keene and Marsland, Mark lane
Hill, Henry, Birmingham, Shopkeeper. Aug 29 at 2 at offices of Smith, Temple st, Birmingham
Hiron, James, jun, Leckhampton, Gloucester, Baker. Sept 4 at 10 at offices of Pruen, Regent st, Cheltenham
Hopkins, Thomas, Birmingham, Journeyman Butcher. Aug 31 at 3 at offices of Ward, Moor st, Birmingham
Hughes, John, Middlesborough, York, Clothes Dealer. Aug 29 at 3.30 at offices of Staniland, Zetland rd, Middlesborough
Ingamir, Francesco, Gateshead, Durham, General Dealer. Sept 7 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
Jackson, Daniel, Holbeck, Leeds, Dyer. Aug 30 at 11 at offices of Addison, Albion place, Leeds
Jackson, John William, Brighton, Sussex, Druggist's Sundriesman. Sept 4 at 2 at offices of Copp, Essex st, Strand
Jenkins, William, Caerphilly, nr Cardiff, Quarryman. Aug 31 at 11 at offices of Bolloch, St Mary st, Cardiff
Jephcott, Jonah, jun, Oldbury, Worcester, Tobacconist. Aug 31 at 10.15 at offices of Forrest, Church st, Oldbury
Jones, William, Birmingham, Baker. Sept 1 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham
Kesterton, Henry, Birmingham, Gun Case Manufacturer. Aug 26 at 11 at office of Cowie, Bennett's hill, Birmingham. Quelch, Birmingham
Lacey, Abraham, Kegworth, Leicester, Warehouseman. Sept 5 at 12 at offices of Heath and Son, St Peter's Church walk, Nottingham
Linnell, Edmund Kirby, Market Harborough, Leicester, Baker. Sept 4 at 11 at offices of Wright, Belvoir st, Leicester
Long, George, Cinderford, Gloucester, Printer. Sept 2 at 1 at the Wellington Hotel, Gloucester
Martin, Robert Joseph, Bruton, Somerset, out of business. Sept 4 at 12.30 at offices of Dyne, Bruton
Mason, Henry, jun, Lowgate Farm, Sacombe, Herts, Farmer. Aug 31 at 2 at the Town Hall, Ware. Gisby
McMillan, John, Fenchurch st, Wholesale Tea Dealer. Sept 12 at 3 at offices of Izard and Betts, Eastcheap. Mason, Gresham st
Midwinter, Charles, Golbourne rd, Westbourne park, Watch Maker. Aug 18 at 10 at offices of Fulcher, Cornwall rd, Kensigton park
Mogridge, Richard, Swansea, Glamorgan, Baker. Sept 1 at 11 at offices of Harvey and Mollison, Lower Goat st, Swansea
Morgan, James, Cardiff, Glamorgan, Builder. Sept 1 at 11 at offices of Jenkins and Co, High st, Cardiff. Radley, Cardiff
Nash, Henry, Hereford, Boot Maker. Sept 4 at 1.30 at offices of Stallard, East st, Hereford
North, Thomas, Manchester, Clothier. Aug 31 at 9.30 at offices of Smith and Boyer, Brazennose st, Manchester
North, William, Hoddesdon, Herts, Draper. Aug 29 at 11 at offices of Parry, Basinghall st
Owen, Griffith William, Abergele, Denbigh, Farmer. Aug 30 at 3 at the Crown Hotel, Pwllheli. Allanson, Carnarvon
Papineau, Charles Robert, Wareham, Dorset, Secretary to a Public Company. Aug 30 at 2 at the Inns of Court Hotel, Holborn. Lacey and Son, Wareham
Perrett, Samuel, Devizes, Wilts, Coal Merchant. Aug 30 at 11 at offices of Randall, Exchange place, Devizes. Day and Marshall, Devizes
Polak, Lewis Hart, Little Tower st, Wine Merchant. Sept 12 at 3 at the Queen's Head Tavern, Great Tower st. Sorrell and Son, Great Tower st
Redstone, Charles, Southampton, Accountant. Aug 28 at 2 at offices of Shutte, Portland st, Southampton

Reindorp, John Edward, Mark lane, Mahogany Merchant. Sept 4 at 12 at offices of Stocken and Jupp, Lime st sq

Richardson, Charles Frederick, and Frederick Platts, Leeds, Cordial Manufacturers. Aug 29 at 3 at offices of Hewson, East parade, Leeds

Riley, William, Manchester, Boot Dealer. Aug 30 at 3 at offices of Elliott, King st, Manchester

Robson, John Thomas, Leeds, York, Manufacturing Clothier. Aug 30 at 3 at offices of Pullan, Park row, Leeds

Robson, William, Middlesborough, York, Grocer. Aug 24 at 11 at offices of Teale, Albert rd, Middlesborough

Rossini, Percentio Francesco, Newman st, Oxford st, Dealer in Works of Art. Sept 6 at 2 at offices of Miller and Miller, Sherborne lane

Rossiter, Job, Radstock, Somerset, Tailor. Sept 1 at 11 at offices of Bartrum, Northumberland buildings, Bath

Russell, Thomas, Eccleshall, Stafford, Farmer. Aug 31 at 3 at offices of Greatorex, Bank chambers, Stafford

Scattergood, George, and Joseph Rogers, Nottingham, Joiners. Sept 1 at 3 at offices of Belk, Middle pavement, Nottingham

Selwyn, George, Chard, Somerset, Wood Carver. Aug 30 at 11 at offices of Reeves, Mary st, Taunton

Smith, George, Hetton-le-Hole, Durham, General Dealer. Sept 1 at 3 at offices of Bell, Lambton st, Sunderland

Spark, Henry King, Penrith, Cumberland, Coal Owner. Aug 28 at 3 at offices of Sale and Co, Booth st, Manchester

Stafford, William, Leicester, Butcher. Sept 6 at 3 at offices of Shires, Market st, Leicester

Stead, Joseph, Dukinfield, Cheshire, Agent. Aug 29 at 11 at offices of Hughes, Old sq, Ashton-under-Lyne. Lord and Son, Ashton-under-Lyne

Steer, James Hadden, Tunbridge Wells, Kent, Cabinet Maker. Aug 30 at 11 at the Cannon at Hotel. Palmer, Tonbridge

Stow, Stephen, Robert Haworth, and William Laycock, Barrowford, nr Burnley, Cotton Spinners. Aug 31 at 3 at offices of Holmes and Son, St James's row, Burnley

Swindells, Francis, Balladen, nr Rawtenstall, Lancashire, out of business. Sept 7 at 12 at the Queen's Hotel, Rawtenstall. Phillips, Bacup

Thrale, Charles, Mansfield, Nottingham, Confectioner. Aug 30 at 12 at offices of Belk, Middle pavement, Nottinham

Tyler, Isaac, Aston, Warwick, Butcher. Aug 31 at 11 at offices of Duke, Temple row, Birmingham

Watson, William, Ecclesfield, York, Grocer. Aug 30 at 12 at offices of Greaves and Allen, Old Haymarket, Sheffield

Wicks, Richard, St John's, Sevenoaks, Kent, Coal Merchant. Sept 4 at 12 at the Guildhall Coffee House. Holcroft and Co, Sevenoaks

Williams, William, Ellis, Salford, Lancashire, Grocer. Aug 30 at 3 at the Blackfriars Hotel, Blackfriars st, Manchester

Wright, Thomas, Alvechurch, Worcester, Timber Dealer. Sept 1 at 12 at offices of Hawkes and Weeks, Temple st, Birmingham

Young, Tonkin, St Ives, Cornwall, Chemist. Aug 30 at 3 at offices of Rodd and Cornish, Parade st, Penzance

TUESDAY, Aug. 22, 1876.

Ashworth, James, Manchester, Iron Merchant. Aug 26 at 11 at offices of Hodgson, Tib lane, Manchester

Bailey, Charles, Barnsley, York, Auctioneer. Sept 4 at 11 at offices of Senior, Regent st, Barnsley

Bailey, Selina, and George Byron Bailey, Hitchin, Hertford, Ha Manufacturers. Sept 7 at 3 at offices of Wade, Hitchin

Beardmore, Joseph Henry Alexander, Chesterfield, Derby, Wine Merchant. Sept 4 at 3 at offices of Black, Church lane, Chesterfield

Begley, Thomas, Wigan, Lancashire, Wholesale Draper. Sept 4 at 2 at offices of Wood, King st, Wigan

Beniams, Samuel, and Henry Wilcox, Southwark Bridge rd, Anti-Corrosive Paint Manufacturers. Aug 29 at 2 at offices of Moore, Mark lane

Benjamin, Ephraim, Walsall, Stafford, out of business. Sept 4 at 3 at offices of Clarke, Waterloo st, Birmingham

Bennett, Joseph, jun, Halifax, York, Clothier. Sept 4 at 3 at the Talbot Hotel, Batley. Wooler, Batley

Bowing, Albert William, New cross rd, Deptford, Grocer. Aug 30 at 2 at offices of Harris, Southwark st

Boutcher, Richard Azel, Brighton, Sussex, Wine Merchant. Sept 5 at 12 at 4, Prince's place, Brighton. Stuckey

Brook, Robert, Featherstone, York, Boot Maker. Sept 7 at 2 at the Queen's Hotel, Leeds. Boulton, Pontefract

Burt, John Ulber, Goswell rd, Carriage Builder. Aug 31 at 3 at the Guildhall Tavern, Gresham st. Brown, Goswell rd

Button, James, Coleford, Somerset, Draper. Sept 4 at 2 at offices of Parsons, Atheræum chambers, Nicholas st, Bristol. Pearson, Bristol

Clarke, Philip Wright, Myddleton sq, Clerkenwell, General Dealer. Aug 31 at 3 at the London Joint Stock Bank chambers, West Smithfield. Hubbard

Cliffe, Eli, Congleton, Cheshire, Printer. Sept 5 at 12 at offices of Sherratt, Market st, Kidsgrove

Cohn, Edwin, and Patience Fox, South Shields, Durham, Ironmongers. Sept 1 at 3 at offices of Bell, King st, South Shields

Coxon, John, Leeds, out of business. Aug 31 at 2 at the Curzon Arms Inn, Abbey st, Derby. Pullan

Davis, Willie Joseph, Belgrave yard, Hobart place, Eaton square, Dealer in Horses. Sept 11 at 2 at offices of Jarvis and Triscott, Chancery lane

Day, George, Meyall rd, Brixton, Pawnbroker's Assistant. Aug 28 at 3 at offices of Hicks, London wall

Dibble, Thomas, Wood Farm, Devon, Farmer. Sept 2 at 1 at offices of Fryer, Gandy st, Exeter

Dorer, Maria, and Adelbert Dorer, King's Lynn, Norfolk, Watch Makers. Sept 4 at 3 at offices of Beloe, New Conduit st, King's Lynn

Fell, John Scott, Salford, Lancashire, Licensed Hawker. Sept 4 at 3 at the Falstaff Hotel, Market place, Manchester. Ward, Manchester

Garrett, Ben, Leeds, Mechanic. Sept 7 at 2 at offices of Harle, Band st, Leeds

Goswell, William, jun, Midgham, Berks, Licensed Victualler. Aug 29 at 3 at the Wheatsheaf Hotel, Friar st, Reading. Cave, Newbury

Graves, Right Hon Clarence Edward Baron, Thanckes, Cornwall. Sept 5 at 12 at the Guildhall Coffee house, Gresham st. Dawe, Plymouth

Grossman, Simon, Birmingham, Clothier. Sept 2 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham

Gurney, John, and George William Wilson, Bradford, York, Merchants. Aug 31 at 4.30 at offices of Taylor and Co, Piccadilly, Bradford

Guyler, William, and Frederick Salisbury, New Basford, Nottingham, Lace Manufacturers. Sept 8 at 12 at offices of Brittle, St Peter's gate, Nottingham

Hall, Thomas Willoughby, Devonport, Devon, Assistant-Paymaster R. N. Sept 7 at 10 at offices of Vaughan, St Aubyn st, Devonport

Halsall, James Crook, Everilda st, Hemingford rd, Islington, Journeyman Pianoforte Maker. Sept 5 at 11 at offices of Bilton, Vassall New rd, Camberwell New rd

Harnett, Samuel, Southsea, Hants, Lime Merchant. Sept 4 at 2 at 14, Union st, Portsea. Seames, Petersfield

Hill, Albert Edward, and John Charles Scrimshaw Hill, Nottingham, Upholsterers. Sept 8 at 12 at offices of Heath and Son, Nottingham

Hill, Elizabeth, Manchester, Grocer. Sept 6 at 3 at offices of Atkinson and Co, Norfolk st, Manchester

Hutchings, Robert Close, Axbridge, Somerset, Licensed Victualler. Sept 4 at 12.30 at the Railway Hotel, Highbridge. Webster, Axbridge

Houlden, William, Knutsford, Cheshire, Coal Merchant. Sept 8 at 3 at offices of Barling and Blades, Town Hall buildings, King st, Manchester

Ivey, Henry, the Cedars, Hammersmith rd, Commission Agent. Sept 8 at 3 at 51, Chancery lane. Nickinson and Co

James, William, Merthyr Tydfil, Glamorgan, Ironmonger. Sept 4 at 11 at offices of Smith and Co, Victoria st, Merthyr Tydfil

Jessop, Joseph, Bradford, York, Machine Maker. Sept 8 at 11 at offices of Atkinson, Dale st, Bradford

Jones, David, sen, Swansea, Glamorgan, Builder. Sept 4 at 11 at offices of Thomas, Rutland st, Swansea

Jones, John Perriman, Archer st, Bayswater, Draper. Sept 5 at 11 at 145, Cheapside. Wilkins, King's Arms yard

Kay, William, West Leigh, Lancashire, Cotton Spinner. Sept 4 at 11 at offices of Kevans, Acresfield, Bolton. Rushton and Co, Bolton

Keel, George, Worcester, Merchant. Sept 6 at 11 at the Queen's Hotel, Stephenson place, Birmingham. Davies, Birmingham

Kitching, Agnes Ross, Bath. Sept 9 at 12 at offices of Stone and Co, Queen square, Bath

Langan, Francis, Birmingham, Boot Maker. Sept 5 at 12 at offices of Assinder, Union st, Birmingham

Langdale, John, Southport, Lancashire, Draper. Sept 4 at 2 at offices of Woodburn and Co, Harrington st, Liverpool

Laws, George, Leeds, Clothier. Sept 2 at 11 at offices of Hopps and Bedford, Bank st, Leeds

Lederer, Lewis, Paul st, Finsbury, no occupation. Sept 6 at 2 at offices of Solomon, Finsbury place

Levy, Hyman, Cutler st, Houndsditch, Clothier. Sept 5 at 3 at offices of Barnett, New Broad st

Lister, Alfred, Normanton, York, Shopkeeper. Sept 4 at 11 at offices of Lake, Southgate, Wakefield

Lister, Thomas, Workington, Cumberland, Tailor. Sept 5 at 3 at offices of Bulmer, Park sq, Leeds. Atter, Whitehaven

Lloyd, John, Shrewsbury, Salop, Baker. Sept 8 at 11 at offices of Clarke, Swan hill, Shrewsbury

Millner, George Samuel, Wednesbury, Stafford, Baker. Sept 4 at 4 at offices of Sheldon, Lower High st, Wednesbury

Mitchell, John, Swansea, Glamorgan, Painter. Sept 2 at 3 at offices of Thomas, Rutland st, Swansea

Moir, Joseph Newrick, Bishopwearmouth, Durham, Fruiterer. Sept 5 at 12 at offices of Robinson, John st, Sunderland

Moody, Henry, Newark, Nottingham, Rope Maker. Sept 6 at 11 at offices of Page, jun, Flaxengate, Lincoln

Moxon, James George, Leicester, Tailor. Sept 5 at 11 at offices of Wright, Belvoir st, Leicester

Moy, Benjamin, Kingston-upon-Hull, Butcher. Sept 4 at 12 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Newey, Charles, Dudley, Worcester, Hair Dresser. Sept 2 at 11 at offices of Tinsley, Priory st, Dudley

Oldfield, Alfred, Halifax, York, Dyer. Sept 2 at 2.30 at offices of Wavell and Co, Halifax

Osborne, John Henry, Newport, Barnstaple, Devon, Plumber. Sept 4 at 11 at offices of Daw and Son, Bedford circus, Exeter

Owen, Charles, Strand, Optician. Aug 31 at 11 at 28, Leicester sq. Fisher and Co

Parker, William, Great Grimsby, Lincoln, Fruiterer. Sept 2 at 11 at offices of Grange and Wintringham, West St Mary's gate, Great Grimsby

Peake, George Edward, Leicester, Perambulator Maker. Sept 6 at 12 at offices of Wright, Belvoir st, Leicester

Peck, William Watson, Liverpool, Draper. Sept 5 at 12 at the Guildhall Coffee House, King st, Cheapside. Goffey, Liverpool

Preece, Edward, Weston-super-Mare, Somerset, Grocer. Sept 7 at 12 at the Talbot Hotel, Victoria st, Bristol. Chapman, Weston-super-Mare

Price, Thomas Henry, Oxford st, Stepney, Cork Manufacturer. Sept 8 at 10 at offices of Goatly, Westminster bridge rd, Lambeth

Prowse, Bickford, Newton Abbot, Devon, Stationer. Sept 2 at 11 at the Half Moon Hotel, Exeter. Watts

Quick, Joseph, Preston, Lancashire, Joiner. Sept 6 at 12 at offices of Blackhurst, Fox st, Preston

Ravenhill, Thomas, Leominster, Hereford, Butcher. Sept 2 at 11 at offices of Andrews, Corn sq, Leominster

Redford, Peter John, Leighton grove, Kentish town, Law Stationer. Sept 7 at 2 at offices of Cordwell and Tasman, Serjeants' inn, Chancery lane

Sayer, Thomas, Wigan, Lancashire, Labourer. Sept 6 at 11 at offices of France, Church gate, Wigan

Scroxton, Joseph Henry, and Henry Joseph Errington, King's rd, Chelsea, Oilmen. Sept 2 at 2 at offices of Crane, Palsgrave place, Strand

Sennett, George Walter, New North rd, Comedian. Sept 2 at 10 at offices of Hicks, London wall

Shaw, George, and Sarah Hall, York, Drapers. Sept 5 at 3 at offices of Mason and Guy, King st, Castlegate, York

Sibbald, Thomas, Ross, Hereford, Draper. Sept 5 at 1 at the Green Dragon Hotel, Hereford. Shepard, Tredegar

Siddall, Thomas, Altrincham, Cheshire, Stationer. Sept 13 at 11 at offices of Whitt, King st, Manchester. Sampson, Manchester

Sloane, Thomas Alexander, Windhill, Idle, York, Butcher. Sept 2 at 11 at offices of Wilkinson, Kirkgate, Bradford

Southwick, Thomas, Aston-juxta-Birmingham, Ironfounder. Sept 1 at 11 at offices of Ryder, New st, Birmingham

Steele, John, Macclesfield, Cheshire, out of business. Sept 5 at 3 at offices of Tomkinson and Furnival, Hanover st, Buralem

Stephens, Thomas William, Ilminster, Somerset, Ironmonger. Sept 7 at 12 at the George Hotel, Ilminster. Paull, Ilminster

Steward, Harry, Dewsbury, York, Stone Mason. Sept 5 at 10.30 at offices of Scholes and Son, Leeds rd, Dewsbury

Stickland, Samuel, Yeovil, Somerset, Butcher. Sept 5 at 11 at offices of Watts, Yeovil

Taylor, Percy, Newcastle-upon-Tyne, Gent. Aug 31 at 2 at offices of Wallace, Pilgrim st, Newcastle-upon-Tyne

Thompson, John Henry, Salford, Lancashire, Grocer. Sept 4 at 3 at offices of Hankinson, St James's sq, Manchester

Tildesley, Catherine, Willenhall, Stafford, Curry Comb Manufact urer. Sept 5 at 3 at offices of Rhodes, Queen st, Wolverhampton

Trott, Walter, Axminster, Devon, Builder. Sept 6 at 1 at offices of Dommett and Canning, High st, Chard

Watson, John, Middlesborough, York, Commission Agent. Sept 4 at 3 at offices of Teale, Albert rd, Middlesborough

West, Benjamin Francis, Cheltenham, Gloucester, Coal Merc hant. Sept 4 at 12 at the Great Western Hotel, Monmouth st, Birmingham. Heath, Walsall

Whitehead, John, Leicester, Elastic Web Manufacturer. Sept 1 at 12 at offices of Wright, Gellowtree gate, Leicester

Wilding, John, Kidderminster, Worcester, Schoolmaster. Sept 1 at 3 at the Lion Hotel, Kidderminster. Crowther, Kidderminster

Wilkinson, Hargreaves, Rawtenstall, Lancashire, Cabinet Maker. Sept 7 at 3 at the Royal Hotel, Waterfoot. Sykes, Bacup

Worrall, William, Wolverhampton, Stafford, Licensed Victualler. Sept 2 at 2 at offices of Rhodes, Queen st, Wolverhamton

Wright, Robert, Bradford, York, Grocer. Sept 2 at 10 at offices of Berry and Robinson, Charles st, Bradford

Yeadon, Arthur, Alfred Yeadon, and Simeon Yeadon, Batley, York, Flock Manufacturers. Sept 4 at 3.30 at offices of Scholefield and Taylor, Brunswick st, Batley